

EXHIBIT 8

1 UNITED STATES DISTRICT COURT
2 FOR THE WESTERN DISTRICT OF MICHIGAN
3 SOUTHERN DIVISION

4 * * *

5 ALLIED INDUSTRIAL SUPPLY LLC,
6 Plaintiff,

COPY

7 V

Case No. 1:22-cv-815

8 CHRISTOPHER STONE,
9 Defendant.

10 _____/

11
12 DEPOSITION OF ROBERT M. SHINDORF

13 taken on December 5, 2024, at 32 Market Avenue SW, Grand
14 Rapids, Michigan, commencing at about 10:30 AM.

15
16 APPEARANCES:

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24
25

1	I N D E X		
2	WITNESS:		PAGE
3	ROBERT M. SHINDORF		
4	Examination by Mr. LeVasseur		3
5	Examination by Mr. Cascini		150
6	Re-Examination by Mr. LeVasseur		167
7			
8	EXHIBITS:		IDENTIFIED
9	Exhibit 1	Plaintiff Allied Industrial Supply LLC's	7
10		Complaint and Jury Demand	
11	Exhibit 2	Settlement Agreement	70
12	Exhibit 3	Defendant Christopher Stone's Counterclaim	118
13	Exhibit 4	Lehigh Valley Abrasives documents	118
14	Exhibit 5	Documents	119
15	Exhibit 6	Plaintiff Allied Industrial Supply LLC's	125
16		Third Supplemental Response to Defendant's	
17		First Set of Interrogatories to Plaintiff	
18	Exhibit 7	Stone - Shindorf email string	135
19	Exhibit 8	Stone - Shindorf email string	136
20	Exhibit 9	Stone - Shindorf email string	140
21	Exhibit 10	Plaintiff Allied Industrial Supply LLC's	142
22		Second Supplemental Response to Defendant's	
23		First Set of Requests for Production of	
24		Documents to Plaintiff	
25			

<p>Page 3</p> <p>1 Grand Rapids, Michigan</p> <p>2 December 5, 2024</p> <p>3 * * *</p> <p>4 ROBERT M. SHINDORF</p> <p>5 the witness herein, being duly sworn, was examined</p> <p>6 and testified as follows:</p> <p>7 EXAMINATION</p> <p>8 BY MR. LEVASSEUR:</p> <p>9 Q Can you please state your name for the record?</p> <p>10 A Robert Shindorf.</p> <p>11 Q Have you ever been deposed before?</p> <p>12 A I have, yes.</p> <p>13 Q How many times?</p> <p>14 A A few.</p> <p>15 Q Do you remember, was there any connection with litigation</p> <p>16 that your company was involved with?</p> <p>17 A Yes. One of the companies, potentially, and I think also a</p> <p>18 personal, uh, for a home purchase.</p> <p>19 Q Do you remember the names, any details about those prior</p> <p>20 depositions?</p> <p>21 A Yes, I can remember details.</p> <p>22 Q Okay. Then share them with me and we'll --</p> <p>23 A There was at least one deposition regarding the purchase of</p> <p>24 the home where there was a dispute about the condition the</p> <p>25 home was left in after I purchased it.</p>	<p>Page 5</p> <p>1 Q Were they local?</p> <p>2 A Yes, yeah, everything local.</p> <p>3 Q Kent County?</p> <p>4 A Yeah, yep.</p> <p>5 Q Always a circuit court county case?</p> <p>6 A I'm not sure the difference sometimes between district and</p> <p>7 circuit.</p> <p>8 Q Depends on --</p> <p>9 A Dollar amount, right?</p> <p>10 Q The first rule of depositions, as you know, you're not</p> <p>11 supposed to talk when the other person's talking, and I</p> <p>12 just broke it, so I apologize for that.</p> <p>13 A No worries.</p> <p>14 Q The threshold level is 25,000 or above is circuit court;</p> <p>15 below would be district court. Do you happen to know based</p> <p>16 on that if they were circuit court cases?</p> <p>17 A Likely circuit. There's not much sense in litigating,</p> <p>18 something, you know, below that dollar amount.</p> <p>19 Q Okay. You're obviously here, as you know, for the</p> <p>20 litigation involving Allied Industrial Supply; is that the</p> <p>21 name?</p> <p>22 A Correct, yep.</p> <p>23 Q Okay. And that is a company that you're a member of?</p> <p>24 A No.</p> <p>25 Q Okay. Who are they? It's an LLC --</p>
<p>Page 4</p> <p>1 Q Was that -- let me stop you on that one. Was that a local</p> <p>2 case, Grand Rapids?</p> <p>3 A Yes.</p> <p>4 Q Kent County?</p> <p>5 A Kent County, yep.</p> <p>6 Q Were you a plaintiff or a defendant?</p> <p>7 A Plaintiff.</p> <p>8 Q Do you remember who you were suing, the name of the</p> <p>9 defendant?</p> <p>10 A Bruce Langlois.</p> <p>11 Q What was that?</p> <p>12 A Bruce Langlois.</p> <p>13 Q And approximately what year was that, very roughly?</p> <p>14 A Four to five years ago, ish.</p> <p>15 Q That works. Did that case go to trial or was it settled?</p> <p>16 A Did not go to trial. It was settled.</p> <p>17 Q Okay. There's one. Do you remember the second one?</p> <p>18 A There's a couple of other occasions, but none of them were</p> <p>19 of any substantial amounts. I can't recall the specific</p> <p>20 cases.</p> <p>21 Q Were you -- were you a party to the litigation in the prior</p> <p>22 depositions --</p> <p>23 A Yes.</p> <p>24 Q -- that you're referring to?</p> <p>25 A Yep.</p>	<p>Page 6</p> <p>1 A Correct.</p> <p>2 Q -- so there are members to it, right?</p> <p>3 A There is.</p> <p>4 Q Okay. Can you tell me who the members are?</p> <p>5 A The member of Allied Industrial Supply, LLC, is a holding</p> <p>6 company, Stone Fox Ventures, LLC.</p> <p>7 Q And are you a member of Stone Fox?</p> <p>8 A I am.</p> <p>9 Q Are you the sole member?</p> <p>10 A I am.</p> <p>11 Q And are you employed by Stone Fox?</p> <p>12 A Define employed.</p> <p>13 Q Do you take a paycheck?</p> <p>14 A No.</p> <p>15 Q Are you employed by Allied?</p> <p>16 A No.</p> <p>17 Q Are you employed by anybody?</p> <p>18 A No.</p> <p>19 Q Any company?</p> <p>20 A No.</p> <p>21 Q You take no paychecks from any entity?</p> <p>22 A No. I manage investments for a family office, which would</p> <p>23 be the Stone Fox Ventures entity.</p> <p>24 Q Would you consider your day-to-day activities focused on</p> <p>25 the management of the family office, Stone Fox family</p>

<p>1 office, as opposed to Allied's day-to-day activities?</p> <p>2 A Yes.</p> <p>3 Q Who runs Allied on a day-to-day basis?</p> <p>4 A We have a general manager who handles the front end of</p> <p>5 customer-facing things, Amanda Burns, and then we have an</p> <p>6 e-commerce and warehouse manager who handles the back end</p> <p>7 side of things, which would be Ethan Pomfret.</p> <p>8 Q Okay. In terms of this litigation, would I be correct in</p> <p>9 assuming you're the one who would be most knowledgeable</p> <p>10 about the allegations that are in the complaint?</p> <p>11 A Yes.</p> <p>12 (Exhibit 1 marked)</p> <p>13 BY MR. LEVASSEUR:</p> <p>14 Q Let me hand you what I'm going to mark as Exhibit 1.</p> <p>15 I already have the exhibit marked.</p> <p>16 THE REPORTER: Very good.</p> <p>17 BY MR. LEVASSEUR:</p> <p>18 Q And I'll ask you to look at Exhibit 1 and tell me if you</p> <p>19 recognize that.</p> <p>20 A It appears to be the complaint.</p> <p>21 Q The complaint includes as an exhibit, does it not, the</p> <p>22 asset purchase agreement that was entered into between</p> <p>23 Allied and my client, Christopher Stone?</p> <p>24 A Do you have a reference page or anything?</p> <p>25 Q If you look at page 1 of 25, you're going to see something</p>	<p>Page 7</p> <p>1 document. And there may have been a final kind of scanning</p> <p>2 when I traveled out there after the closing. I think</p> <p>3 that's the way that it occurred.</p> <p>4 Q At closing, typically, and I think your asset purchase</p> <p>5 agreement makes reference, there was supposed to be some</p> <p>6 deliverables. Do you recall that? He was supposed to</p> <p>7 provide certain things to you in connection with the sale,</p> <p>8 right?</p> <p>9 A Certainly.</p> <p>10 Q And do you know whether you got what you were expecting to</p> <p>11 receive?</p> <p>12 A That is a challenging question to answer and probably at</p> <p>13 the heart of the disagreement.</p> <p>14 Q Well, let's get right to it. What did you not get, if</p> <p>15 anything, that you thought you should have gotten at the</p> <p>16 closing?</p> <p>17 A Well, certainly and maybe not limited to it but would have</p> <p>18 been continued and unfettered access to our client lists,</p> <p>19 email addresses, phone numbers, and other original source</p> <p>20 materials that were the entirety -- well, not entirety --</p> <p>21 that were the primary driving value of the acquisition. If</p> <p>22 you notice in the asset purchase agreement, there's a</p> <p>23 significant portion of it that is driven from intangible</p> <p>24 value rather than physical assets. So I would say that we</p> <p>25 received most of the physical assets. I don't think that</p>
<p>1 that looks like the asset purchase agreement to me.</p> <p>2 MR. CASCINI: Take your time and go through the</p> <p>3 exhibits.</p> <p>4 THE WITNESS: It appears to be the asset purchase</p> <p>5 agreement.</p> <p>6 BY MR. LEVASSEUR:</p> <p>7 Q Okay. I want to ask you a little bit about the</p> <p>8 circumstances of that transaction between Allied and</p> <p>9 Mr. Stone. Specifically, do you recall -- it makes</p> <p>10 reference to there being a closing of the transaction,</p> <p>11 obviously, and it was October 13 of 2014. Does that sound</p> <p>12 familiar?</p> <p>13 A That is what is referenced in the document.</p> <p>14 Q And was that closing in person or was it by mail?</p> <p>15 A I don't recall specifically.</p> <p>16 Q Do you recall ever meeting Mr. -- you met Mr. Stone before</p> <p>17 the closing, obviously, right?</p> <p>18 A No, I did not meet him before the closing.</p> <p>19 One of two things occurred. Either it was done</p> <p>20 in counterparts electronically, or right around the time of</p> <p>21 closing it may have been done in person there. I think it</p> <p>22 was actually done in counterparts and he scanned it back</p> <p>23 because I think I remember receiving like 900 jpeg files,</p> <p>24 rather than a nicely scanned pdf document that was</p> <p>25 compiled, and trying to organize it back into a concise</p>	<p>Page 8</p> <p>1 there was much of a challenge on did we receive the exact</p> <p>2 dollar amount of inventory or, you know, racking or things</p> <p>3 like that. But as an e-commerce business, much of the</p> <p>4 value is driven from the intellectual property and the</p> <p>5 processes by which that intellectual property is converted</p> <p>6 into sales and cash flow.</p> <p>7 Q Okay. So what you did not get, you just indicated, first</p> <p>8 of all, a client list. You didn't get a client list from</p> <p>9 Mr. Stone?</p> <p>10 A There was no specific client list provided, meaning no</p> <p>11 formal database of clients, but they were located</p> <p>12 throughout multiple email accounts, accounting files, and</p> <p>13 other sources like that, faxes that came in with client</p> <p>14 information on it, if that makes sense.</p> <p>15 Q It does. So it isn't that there was a client list that</p> <p>16 existed that wasn't given to you; it's just that there was</p> <p>17 no technical client list.</p> <p>18 A Yeah, if --</p> <p>19 MR. CASCINI: Objection. That misconstrues the</p> <p>20 client's prior testimony.</p> <p>21 BY MR. LEVASSEUR:</p> <p>22 Q Let me -- I didn't mean to mischaracterize your testimony</p> <p>23 so let me clarify.</p> <p>24 When you say you did not get a client list, I</p> <p>25 interpreted your answer to be that it was because there</p>

<p>Page 11</p> <p>1 doesn't -- a client list doesn't exist in the form of, you</p> <p>2 know, one list as opposed to there's client information</p> <p>3 from various sources. Is that what you meant to say?</p> <p>4 A Yes. The -- I think the definition of the word "list"</p> <p>5 would be the -- where we crossed paths there, meaning</p> <p>6 there's no one specific database that could have easily</p> <p>7 been turned over from Mr. Stone to Allied that would be</p> <p>8 here is every customer we've ever done business with or</p> <p>9 ever had contact with, like many large businesses may have,</p> <p>10 you know, a sales force-type database. That did not exist.</p> <p>11 It was the sources of information, including those email</p> <p>12 addresses and those accounting files and previous</p> <p>13 e-commerce entities that, you know, recorded transactions,</p> <p>14 if that makes sense.</p> <p>15 Q It does, yes. Okay. So did you get access to the sources</p> <p>16 of information that would allow you to determine who the</p> <p>17 clients were?</p> <p>18 A Some we had access to permanently; some we had access to</p> <p>19 temporarily.</p> <p>20 Q And the sources that you had access to permanently would</p> <p>21 be -- can you list them for me?</p> <p>22 A Yeah, like the QuickBooks accounting file.</p> <p>23 Q Was that -- so access to QuickBooks was turned over at</p> <p>24 closing?</p> <p>25 A Correct.</p>	<p>Page 13</p> <p>1 at the same time of the acquisition. Whether it was 30</p> <p>2 days before or 30 days after, it was relatively close to</p> <p>3 when we closed on this. That wasn't something that was, to</p> <p>4 my knowledge, explicitly disclosed at that time, that that</p> <p>5 transition was occurring in there. So anything from the</p> <p>6 previous ProStores databases, the client records from</p> <p>7 there, we did not receive that information.</p> <p>8 Q Okay. But the migration was happening as ordinary --</p> <p>9 MR. CASCINI: Can we go off the record really</p> <p>10 briefly?</p> <p>11 (Pause in proceedings)</p> <p>12 MR. CASCINI: Thank you. Appreciate it.</p> <p>13 BY MR. LEVASSEUR:</p> <p>14 Q So the migration from ProStores to BigCommerce; is that</p> <p>15 what you said?</p> <p>16 A BigCommerce, big. Large, big.</p> <p>17 Q Okay. That was just being done in the ordinary course of</p> <p>18 the business and it had nothing to do with the sales</p> <p>19 transaction, I assume?</p> <p>20 A Yeah, I mean, it's ordinary course but, obviously, it's</p> <p>21 also a big task to migrate platforms. I don't know if</p> <p>22 you've ever been part of like a -- migrating like an ERP or</p> <p>23 an accounting software, but it's generally a nightmare.</p> <p>24 Q So do you note that there was information that was in</p> <p>25 ProStores that would have been useful and that you thought</p>
<p>Page 12</p> <p>1 Q And the password in order for you to get into the</p> <p>2 QuickBooks?</p> <p>3 A Correct.</p> <p>4 Q Because this is an online software --</p> <p>5 A No, not an online. It's a physical on-premises software,</p> <p>6 is what it would be called. There is QuickBooks online,</p> <p>7 but then there's also, you know, a QuickBooks, like,</p> <p>8 desktop version.</p> <p>9 Q Okay. And as part of the sale, you got the desktop version</p> <p>10 from Mr. Stone?</p> <p>11 A We got a copy of the client file of the desktop version.</p> <p>12 Q Which enabled you to use the QuickBooks as he was using it</p> <p>13 with all the information that was in it.</p> <p>14 A Correct.</p> <p>15 Q Okay. Then the client information was also in the form</p> <p>16 of -- that you were provided as opposed to what you were</p> <p>17 not provided -- in what other fashion, QuickBooks and what</p> <p>18 else?</p> <p>19 A The -- when we purchased the business, you know, we</p> <p>20 purchased an e-commerce store. They had been migrating</p> <p>21 from a platform called ProStores to a platform called</p> <p>22 BigCommerce. ProStores was end of life, essentially. So</p> <p>23 they shut that one down and then turned on the other one.</p> <p>24 That was occurring in the background. And so we didn't get</p> <p>25 any of the lists from ProStores. It was turned off almost</p>	<p>Page 14</p> <p>1 you were buying that you could not get then because of</p> <p>2 migration to BigCommerce?</p> <p>3 A Yeah. There's always information there that's important,</p> <p>4 you know, previous sales histories, the -- who bought, what</p> <p>5 their email addresses are, what their names are, what their</p> <p>6 company address is, what their, you know, phone numbers</p> <p>7 are. All that information is valuable.</p> <p>8 Q Did you raise an objection to that?</p> <p>9 A No, I did not, no.</p> <p>10 Q Okay. So we have QuickBooks. We've got the ProStores and</p> <p>11 BigCommerce, and what else of the client information --</p> <p>12 A Uh --</p> <p>13 Q -- that you obtained?</p> <p>14 A Yes, absolutely. Incoming faxes and incoming purchase</p> <p>15 orders via email.</p> <p>16 Q Okay. Now let's talk about the client details that you did</p> <p>17 not get access to at closing, at or near closing. What was</p> <p>18 that?</p> <p>19 A Well, we just had the discussion of the ProStores, so that</p> <p>20 would be one of those client details. At closing, I did</p> <p>21 not receive access to the emails. Mr. Stone raised a point</p> <p>22 that he had, you know, been using the email addresses for</p> <p>23 both personal and business and that he had personal</p> <p>24 information in there that he would like to clean out before</p> <p>25 he allowed me access. I always try to approach</p>

<p>Page 15</p> <p>1 acquisitions in a partnership approach. If you can avoid 2 conflict, you may as well avoid conflict. So I said no 3 problem, please go ahead and do that and give me access 4 when you're, you know, able to clear your personal records 5 from it. And, you know, he proceeded to forward his 6 email -- his previous emails or change his email address to 7 a new email address and start utilizing that and then 8 provided access to it. I don't know how long after closing 9 it was, but two to six months after closing, somewhere in 10 that range probably.</p> <p>11 Q When he did give you access.</p> <p>12 A When he gave access to it, correct.</p> <p>13 Q And when we talk about email, we're talking about -- 14 there's two accounts that are referenced in the complaint, 15 the Gmail account and the Hotmail account?</p> <p>16 A Correct, yep.</p> <p>17 Q Do you remember what the actual accounts, what the --</p> <p>18 A Yeah, it's like --</p> <p>19 Q -- address is?</p> <p>20 A -- clscls2000, something like that?</p> <p>21 Q Clscls2000? I wrote it down here.</p> <p>22 A I think we said the same thing. I'm not positive.</p> <p>23 Q Okay.</p> <p>24 A But yes, yep.</p> <p>25 Q That @gmail and that @hotmail?</p>	<p>Page 17</p> <p>1 Hotmail or the Gmail account?</p> <p>2 A Correct.</p> <p>3 Q And specifically ask Mr. Stone, can you sell me this 4 product?</p> <p>5 A Correct, yes. He would utilize the Hotmail account as well 6 as a personal cell phone as the marketing information in 7 the footer of the email address, as well as on multiple 8 pages in different areas on the website.</p> <p>9 Q Okay. So eventually, you indicate, he did give you access 10 to the Hotmail and the Gmail accounts?</p> <p>11 A Correct.</p> <p>12 Q So you were able to go into those accounts and extract any 13 customer information that you needed to use to run the 14 business?</p> <p>15 A We had access, but extracting the customer information was 16 not necessarily an intention of it. It was intended to be 17 utilized as a database, as you -- you know, your emails 18 don't expire, right? You can go back and reference 19 previous purchase history and things like that and look up 20 customer information, and so we utilized it that way for a 21 period of time at the beginning of the acquisition.</p> <p>22 Q Because it's just an email to -- it would be just an email 23 to him from the past that you would be looking at to find 24 the customer, right? Is that what you would be doing with 25 it?</p>
<p>Page 16</p> <p>1 A Yeah. The Gmail one might have been light slightly 2 different, but I think it was actually the -- I think it 3 was the same, yes.</p> <p>4 Q Okay. And your contention in this litigation is that you 5 purchased those actual email accounts and should have been 6 given them to the exclusion of Mr. Stone; is that -- do I 7 understand your claim correctly?</p> <p>8 A Correct.</p> <p>9 Q Was there a company email account that you did, in fact, 10 get access, control of, at closing?</p> <p>11 A No. He did not have any company accounts at his own, like 12 @lehighvalleyabrasives.com, which is -- that's the 13 e-commerce brand, lehighvalleyabrasives.com. I may refer 14 to it sometimes as LVA just because it's less than a 15 mouthful. So he did not have email addresses set up 16 directly at lehighvalleyabrasives.com, so 17 sales@lehighvalleyabrasives or info@lehighvalleyabrasives, 18 like many people do, and that was one of the first 19 activities that we did was to set those accounts up to have 20 a much more professional forward-facing email address.</p> <p>21 Q So when he owned the company and was running the company, a 22 customer could go to the lehighvalleyabrasives.com website 23 and then order right from the website?</p> <p>24 A They could.</p> <p>25 Q And then, alternatively, they could send an email to the</p>	<p>Page 18</p> <p>1 A Sometimes it would be questions that a customer might have, 2 or if you need to look up a history of, you know, a 3 customer is having a problem with a product and they don't 4 know -- customers don't always know what they bought. Like 5 they are looking for one product, and products can be very 6 similar in nature in this industry, so they may be 7 explaining it in a way where you go, all right, you know, 8 let me just find what they actually purchased, and then you 9 can find the email history of, oh, they bought blank and be 10 able to assist them a little bit more.</p> <p>11 So we utilized the email for general operating of 12 the business. And then at a certain point we added a -- 13 like an out-of-office message, an auto reply, to indicate 14 to people to start sending orders to 15 sales@lehighvalleyabrasives.com and general questions to 16 info@lehighvalleyabrasives.com. And we left those up for a 17 long time, and our intention was, permanently, for anyone 18 who did email those -- that address, to then forward them 19 over to the proper branded domain name, you know, 20 addresses.</p> <p>21 Q Okay. Now, the information that you could have -- if 22 you're researching the history of what a particular 23 customer might have ordered or whatever using the email --</p> <p>24 A Uh-huh.</p> <p>25 Q -- the actual order information and the customer</p>

<p>1 information and the product information would all be in the 2 QuickBooks platform, would it not? 3 A Not necessarily, because there were different avenues that 4 someone could purchase from. His information architecture 5 was lacking. So in -- if he entered the order into 6 QuickBooks, sometimes it would be a generic part number and 7 then the description would be what they purchased. And you 8 can't search based on the description. You can search 9 based on a part number. So that complicates some of the 10 previous history as well. 11 Q Well, the information would have to be in QuickBooks, 12 right, because that's the -- that was what was used for, 13 you know, accounting and tax purposes and so forth, wasn't 14 it? 15 MR. CASCINI: Objection as to form. 16 BY MR. LEVASSEUR: 17 Q You can go ahead and answer. 18 MR. CASCINI: You can go ahead and answer, 19 Robert. 20 THE WITNESS: I don't know exactly how to answer 21 that question. Information was in QuickBooks. Whether the 22 information was easily accessible or -- and it doesn't mean 23 that all information is entered into QuickBooks. Partial 24 information could be entered, a generic part number could 25 be used, and, you know, they could have shipped something</p>	<p>Page 19</p>	<p>1 information in as many different ways as possible, of 2 course. That way you can, if you're searching for what 3 someone ordered in the past, you have that ability to look 4 it up. 5 And, also, if someone buys a product, the sale 6 may be recorded but the information of what was sold might 7 not be recorded. So you could say, "I sold you product 8 worth \$100," but what that actual product is might -- the 9 description might be deficient to even know what was sold. 10 Q How many times did the deficiency, a deficiency as you're 11 describing it, get solved through the use of an email as 12 opposed to some other source? 13 A Initially or -- initially, hundreds and hundreds of times. 14 Q And if I ask you to provide me examples of those, how would 15 you do that? 16 A I'd ask for access to the email address that I bought. 17 Q Okay. Well, let's start with the Gmail. 18 A Okay. 19 Q You were provided access to the Gmail account, right? 20 A Correct. 21 Q And you were never -- that access was never taken away, 22 correct? 23 A Correct. 24 Q Okay. So in this lawsuit right now, if I were to ask you, 25 I want you to give me an example -- I want you to give me</p>
<p>1 from stock. They could have drop-shipped something from a 2 vendor. They may not have entered it into QuickBooks. 3 They may have put it into the e-commerce software, because 4 they did not -- every order that came into the e-commerce 5 software is not entered into the QuickBooks file. Those 6 are completely separate databases. 7 BY MR. LEVASSEUR: 8 Q Okay. But every single sale for which a product is 9 delivered and income -- the payment for the product is 10 received would be reflected in something other than just 11 the email, would it not? 12 A If done the way it should have been done, I would answer 13 affirmative to that. However, it was not necessarily done 14 that way. There were many times that customers were 15 entered with maybe a -- you know, a general name. 16 Sometimes it was someone's first name. Sometimes it was 17 someone's last name. Sometimes it was company name as, 18 like, the customer reference. Could be a person's name. 19 Could be -- there were many products and customers in there 20 that had duplicates, many, many duplicates. So you could 21 enter a customer and use their name as H -- there's a 22 company called HD Railings, which is a customer -- HDI, HD 23 Railings, HD Railings, Incorporated, or by their name it 24 could be entered sometimes. There was no consistency in 25 that. So it's always best to be able to reference</p>	<p>Page 20</p>	<p>1 every example, in fact, where you used the Gmail account to 2 solve a question or answer a question that you had that you 3 could not solve in using some other format. 4 A So the Gmail account was used mostly for Google advertising 5 and the storage of information. In fact, like one of the 6 things that was stored on there was, like, previous backups 7 of the QuickBooks accounting software. So it was not 8 utilized for customer-facing interactions. If it was, it 9 was incredibly minor. 10 Q Okay. So you didn't use the Gmail account to solve any of 11 the problems you've been describing this morning, correct? 12 MR. CASCINI: Objection, vague. What are the 13 problems we've been talking about today there, Chris? What 14 are we talking about? 15 MR. LEVASSEUR: The problems that he has 16 described this morning where he indicated to me that he had 17 to have access to the email accounts because the other 18 databases that he was provided, this other software he was 19 provided, was not adequate to operate the company and that 20 he needed access to the email account in order to operate 21 the company in the fashion that he thought he was entitled 22 to. 23 MR. CASCINI: Although I retain the objection, 24 you can answer if you know, Robert. 25 THE WITNESS: Yeah, I'm not a hundred percent</p>

<p>Page 23</p> <p>1 certain of the exact question. What I can provide you is</p> <p>2 the use of the Gmail account, which the Gmail account was</p> <p>3 primarily used for account management across service</p> <p>4 platforms. It was not customer facing. So did we ever</p> <p>5 have problems in which we needed to go back into the Gmail</p> <p>6 account? Certainly. And for, you know, quite some time,</p> <p>7 because it was literally linked to Google AdWords, which</p> <p>8 was a -- a large source of driving revenue for the</p> <p>9 business.</p> <p>10 BY MR. LEVASSEUR:</p> <p>11 Q And since you did get access to the Gmail account and you</p> <p>12 still have access to the Gmail account, that isn't an issue</p> <p>13 in this litigation; would that be fair to say?</p> <p>14 A Yeah, that's a challenge. "Isn't an issue" is -- I'm --</p> <p>15 the Gmail account we have access to. I can affirmatively</p> <p>16 say that. If the Gmail account is an issue, I mean,</p> <p>17 there's an issue of him trying to access the QuickBooks</p> <p>18 file which was stored on the Gmail account, so to say it's</p> <p>19 not an issue would probably be incorrect.</p> <p>20 Q Okay. Would it be fair to say, then, that the only issue</p> <p>21 would be that Mr. Stone attempted to access the Gmail</p> <p>22 account for QuickBooks?</p> <p>23 A This is --</p> <p>24 MR. CASCINI: Objection as to form. You mean the</p> <p>25 only issue involving the Gmail account would be --</p>	<p>Page 25</p> <p>1 you never lost access to the Gmail account. So I was</p> <p>2 asking you, is that even an issue in this litigation, and</p> <p>3 you indicated yes, because Mr. Stone attempted to get into</p> <p>4 QuickBooks through the Gmail account.</p> <p>5 A I --</p> <p>6 Q Do I have it right so far?</p> <p>7 A Yes.</p> <p>8 Q All right. And if Mr. Stone was unsuccessful, assuming he</p> <p>9 even did what you're accusing him of, but if he was</p> <p>10 unsuccessful, then no harm, no foul. It's not an issue for</p> <p>11 the litigation. Would you agree with me?</p> <p>12 A I definitely wouldn't agree no harm, no foul. I think it</p> <p>13 shows intent.</p> <p>14 Q Intent but no harm, correct?</p> <p>15 A I have no idea. I have inadequate discovery to make that</p> <p>16 conclusion.</p> <p>17 Q Well, how, if at all, was Allied harmed by Mr. Stone</p> <p>18 attempting -- again, assuming he did --</p> <p>19 A Uh-huh.</p> <p>20 Q -- attempting to access QuickBooks unsuccessfully through</p> <p>21 Gmail?</p> <p>22 A Since we're making assumptions, I assumed that he had</p> <p>23 backup files of QuickBooks that he probably provided to his</p> <p>24 accountant and maybe retained other copies of in which he</p> <p>25 also accessed information from. That's my assumption. So</p>
<p>Page 24</p> <p>1 MR. LEVASSEUR: Right, yep, as to Gmail, as to</p> <p>2 Gmail only.</p> <p>3 THE WITNESS: At this moment, from my</p> <p>4 recollection, I believe so.</p> <p>5 BY MR. LEVASSEUR:</p> <p>6 Q Do you know whether Mr. Stone was able to access the</p> <p>7 QuickBooks information through Gmail as you claim he was</p> <p>8 attempting to do?</p> <p>9 A I'm not sure whether he was successful.</p> <p>10 Q Let's say for sake of argument that he was unsuccessful.</p> <p>11 Would you agree with me, then, that that is not an issue</p> <p>12 either?</p> <p>13 A That what is not an issue, him accessing the QuickBooks?</p> <p>14 Q Unsuccessfully attempting to access QuickBooks using the</p> <p>15 Gmail account did not stop -- did not cause a problem for</p> <p>16 Allied Industrial; Would that be fair to say?</p> <p>17 A No, because that -- if we're talking about accessing</p> <p>18 QuickBooks at all or accessing QuickBooks via Gmail?</p> <p>19 Q Via Gmail.</p> <p>20 A If accessing Quickbooks via Gmail -- ask the question one</p> <p>21 more time for me. Sorry.</p> <p>22 Q You indicated -- I'm trying to focus on -- on dealing with</p> <p>23 the Gmail account.</p> <p>24 A Uh-huh.</p> <p>25 Q We already established you got access to the Gmail account;</p>	<p>Page 26</p> <p>1 I see intent and I have to make assumptions as well. I</p> <p>2 assume he accessed QuickBooks to get customer information</p> <p>3 from it, just as I am confident that he accessed</p> <p>4 information from the Hotmail account in order to market to</p> <p>5 our customer list, because he also emailed us during that</p> <p>6 time.</p> <p>7 Q Let's take it one step at a time.</p> <p>8 A Yeah, yeah. Well, you're making assumptions, so I just</p> <p>9 figured I'd make assumptions too.</p> <p>10 Q Well, okay. I guess, let's clarify about the assumptions.</p> <p>11 You have no idea whether he accessed QuickBooks using the</p> <p>12 Gmail account; is that true?</p> <p>13 A I know he attempted to. I have 100 percent confidence that</p> <p>14 he attempted to access it. Whether he was successful or</p> <p>15 not, I don't know.</p> <p>16 Q Okay. If the evidence demonstrates that he was not</p> <p>17 successful, can you identify any harm suffered by Allied as</p> <p>18 a result of the unsuccessful attempt that you think he</p> <p>19 might have tried?</p> <p>20 A I have no knowledge of that. It would be an assumption and</p> <p>21 I really don't want to make assumptions.</p> <p>22 Q Well, as to this, that's not an assumption. You either</p> <p>23 have harm -- Allied had harm or it didn't have harm. Are</p> <p>24 you aware of any harm suffered by Allied as a result of an</p> <p>25 unsuccessful attempt by Mr. Stone to access QuickBooks</p>

<div>Page 27</div> <div>1 through Gmail?</div> <div>2 A I am not aware of any harm that Allied suffered via an</div> <div>3 unsuccessful attempt to access Gmail, if that's</div> <div>4 specifically the question.</div> <div>5 Q That's the question. So let's talk about Hotmail. The</div> <div>6 Hotmail account, as you -- I think you've indicated you</div> <div>7 were provided -- you were also provided access to the</div> <div>8 Hotmail account.</div> <div>9 A Temporarily.</div> <div>10 Q Eventually.</div> <div>11 A Temporarily.</div> <div>12 Q Correct. And you had the ability during that shared access</div> <div>13 to go into the account and see -- download all the emails</div> <div>14 if you wanted to do so, gather all the customer information</div> <div>15 if you wanted to do so, or do whatever you wanted to do,</div> <div>16 correct?</div> <div>17 A I want to back up because you used the word shared there,</div> <div>18 and the email account was not shared. We had sole access</div> <div>19 to it. After he turned over to us, we changed the</div> <div>20 passwords and we had sole access to it. It's only by him</div> <div>21 utilizing the -- you know, you forget your password and you</div> <div>22 put your birthdates in and things like that. He changed</div> <div>23 the passwords back and locked our access out. So it was</div> <div>24 not intended to be shared access. We had sole access.</div> <div>25 Q You intended to have sole access.</div>	<div>Page 29</div> <div>1 use those. So it went to auto messages that would say,</div> <div>2 hey, you know, please use this email address for quicker</div> <div>3 response times, and we would still sign in on an everyday</div> <div>4 basis, every hour basis. We were forwarding emails for a</div> <div>5 period of time. He had a lot of junk mail that would go in</div> <div>6 there as well. And then at a certain point we had a</div> <div>7 message up that would say this email address is</div> <div>8 unmonitored. Please, you know, utilize sales@lehighvalley</div> <div>9 or @lehighvalley, info, you know, for whatever questions</div> <div>10 they might have or sending purchase orders in. And while</div> <div>11 we said it was unmonitored, that was, you know, a customer</div> <div>12 behavior manipulation to try and get people to use utilize</div> <div>13 the right sales channel of it, and we would still go in</div> <div>14 there frequently.</div> <div>15 For a number of years, that Hotmail account was</div> <div>16 also linked to different passwords online that we had to</div> <div>17 sometimes, you know, do a password reset, go in there and</div> <div>18 get it. It took a while to get that all transitioned over</div> <div>19 and being able to use, you know,</div> <div>20 info@lehighvalleyabrasives.com for all the passwords, so.</div> <div>21 Q Okay. If I wanted you to tell me and provide me examples</div> <div>22 of an order that came into the company after the</div> <div>23 transition, after this -- after this -- after the</div> <div>24 transaction, an order that came into the Hotmail account,</div> <div>25 would you have the ability to do that?</div>
<div>Page 28</div> <div>1 A We did have sole access.</div> <div>2 Q How quickly did you change the password after it was</div> <div>3 provided?</div> <div>4 A Immediately.</div> <div>5 Q Same day?</div> <div>6 A Let's define immediately within a week or so.</div> <div>7 Q Okay. After you obtained access, what did you do with the</div> <div>8 Hotmail account?</div> <div>9 A We continued to take orders, incoming orders from it. You</div> <div>10 know, transitioning customers is a long process.</div> <div>11 Customers, some may order weekly; some may order once a</div> <div>12 year; some may order, you know, infrequently, et cetera.</div> <div>13 So that email address also was used in many different</div> <div>14 marketing platforms, so it was on the newsletters, in</div> <div>15 which, you know, once you publish a pdf out there on the</div> <div>16 Internet, it stays there forever. Right? So there's no</div> <div>17 way to go back and edit those and say, oh, we don't want it</div> <div>18 to be this Hotmail account anymore. We want it to be this</div> <div>19 new email address.</div> <div>20 So we continued to take orders from it, and then</div> <div>21 we started to try and transition people into using our</div> <div>22 branded email accounts, so sales@lehighvalley,</div> <div>23 info@lehighvalley, orders@lehighvalley, types of addresses</div> <div>24 like that, and over a period of time, you know, we kind of</div> <div>25 continuously ramped up the transition path for people to</div>	<div>Page 30</div> <div>1 A Without access to the Hotmail account, would I be able to</div> <div>2 provide you an order that came into the Hotmail account?</div> <div>3 Because I don't have access to the Hotmail account which is</div> <div>4 where most of that would be stored.</div> <div>5 Q Right. So as we sit here today --</div> <div>6 A Uh-huh.</div> <div>7 Q -- let's say you made the -- the Hotmail access happened --</div> <div>8 do you know when it happened, when you guys --</div> <div>9 A It was -- it was a couple months. It was, you know, four</div> <div>10 to five to, I don't know, 90 or 120 days. It was not</div> <div>11 immediate, and I was fine with that. He was still entering</div> <div>12 the orders himself, and he said he had -- he said something</div> <div>13 like charity work stuff that he had did in there, and I</div> <div>14 didn't want to press the issue at the time. I mean, you</div> <div>15 know, acquisitions really are a partnership at the</div> <div>16 beginning of them where you're trying to work through</div> <div>17 things together. So he was entering the orders. We had</div> <div>18 plenty of other stuff to work on. It took a little bit of</div> <div>19 time, but it wasn't a year to get access.</div> <div>20 Q Okay. So you're saying that when he got, during this</div> <div>21 transition period while he's -- for a period after the</div> <div>22 transaction he was working for you as a consultant or</div> <div>23 employee?</div> <div>24 A Yeah, I think it was -- I think it was a six-month</div> <div>25 agreement, but I'm actually not 100 percent positive what</div>

<p>1 the length of time that we kept him on was.</p> <p>2 Q So while -- doesn't matter how long, but while he was still</p> <p>3 working for you, with you, what you're telling me is that,</p> <p>4 when an order would come into the Hotmail account --</p> <p>5 A Uh-huh.</p> <p>6 Q -- his Hotmail account --</p> <p>7 A No. Our Hotmail account.</p> <p>8 Q Well, his personal Hotmail account that you think that you</p> <p>9 bought.</p> <p>10 A Well, yeah. I wouldn't characterize it as his personal</p> <p>11 one, but the Hotmail account.</p> <p>12 Q The Hotmail account.</p> <p>13 A Sure.</p> <p>14 Q He would -- you've just indicated he would then process the</p> <p>15 order --</p> <p>16 A Yes.</p> <p>17 Q -- that came into the Hotmail.</p> <p>18 A Generally speaking. I'm sure there's probably some</p> <p>19 instances where maybe he forwarded it, forwarded the email</p> <p>20 to, you know, one of our office staff members, and we may</p> <p>21 have entered it, maybe there was a pricing discrepancy and</p> <p>22 he wanted us to make a management decision, since, you</p> <p>23 know, it was our money at that time rather than his own. I</p> <p>24 know there were discussions early on about, hey, do you</p> <p>25 want to honor this price, you know. So maybe not every</p>	<p>Page 31</p> <p>1 online version, that information was stored locally in New</p> <p>2 Jersey until we were able to migrate it into -- onto our</p> <p>3 server and then provide kind of like a remote desktop</p> <p>4 solution to the staff that was in New Jersey.</p> <p>5 Q Okay. So after he stops working for the company and you</p> <p>6 have access to the Hotmail account and an order would come</p> <p>7 into the Hotmail account, if I were to ask you to provide</p> <p>8 me every single order that came into the Hotmail account</p> <p>9 after Mr. Stone was no longer associated with you, would</p> <p>10 you be able to do that?</p> <p>11 A Not without access to the Hotmail account. Because if we</p> <p>12 entered -- let's just assume every order was entered into</p> <p>13 QuickBooks rather than BigCommerce-- we'll make that</p> <p>14 assumption just for -- so we get a mutual understanding on</p> <p>15 here.</p> <p>16 When you enter the order, there is not an</p> <p>17 indication on the order what the source for the order was.</p> <p>18 So that source could be a fax, then you enter in the order;</p> <p>19 the source could be a phone call and you enter in the</p> <p>20 order; or the source could be an email that just says in</p> <p>21 the email text itself, I want to buy ten more of the item I</p> <p>22 bought last time; or it could be I want to buy ten of this</p> <p>23 part number; or in the case of, you know, smaller or larger</p> <p>24 companies, maybe a formal pdf purchase order even. So</p> <p>25 there were -- there's a multitude of ways that people would</p>
<p>1 order would he enter; many of them, though, in that first</p> <p>2 initial period.</p> <p>3 Q Okay. Well, when an order did come into the Hotmail and he</p> <p>4 processed it --</p> <p>5 A Yes.</p> <p>6 Q -- what did he do? What do you do to process an order?</p> <p>7 A It would probably depend on the type of order. Some orders</p> <p>8 were stock-type items. Some were drop-ship items. I mean,</p> <p>9 drop-ship meaning -- are you familiar with the term?</p> <p>10 Q I am.</p> <p>11 A Okay. So it would depend on the type of order, the type of</p> <p>12 product, quantity; all those things would change how he</p> <p>13 would potentially enter the order.</p> <p>14 Q Okay. But he would enter the order in some fashion in</p> <p>15 something. That's what I'm getting at.</p> <p>16 A Okay. You're asking what the something is?</p> <p>17 Q I'm being very fundamental. I'm trying to be very</p> <p>18 fundamental.</p> <p>19 A Yeah, yes. You would enter it either into QuickBooks or</p> <p>20 enter it into the BigCommerce store once it was launched.</p> <p>21 Q And Quickbooks as we've already indicated and BigCommerce</p> <p>22 as we have already indicated, those were sites and</p> <p>23 platforms you had access to at all times after the</p> <p>24 transaction.</p> <p>25 A Yes, yeah. With QuickBooks being a desktop version, not an</p>	<p>Page 32</p> <p>1 send information in. So those would generally be entered</p> <p>2 into Quickbooks but not indicated in which method that</p> <p>3 source was from.</p> <p>4 Q So you would have -- during the time you had the access to</p> <p>5 the Hotmail account, you could not tell me one way or</p> <p>6 another how many orders came into Hotmail as opposed to on</p> <p>7 the web platform, on the internet site, or any other way.</p> <p>8 MR. CASCINI: Objection, misconstrues prior</p> <p>9 testimony. My client said that he could if he had access</p> <p>10 to it.</p> <p>11 MR. LEVASSEUR: Okay.</p> <p>12 MR. CASCINI: The question was while you had</p> <p>13 access, right?</p> <p>14 BY MR. LEVASSEUR:</p> <p>15 Q Yeah, while you had access. I'm asking you now to go back.</p> <p>16 During the time you had access, you indicated that some</p> <p>17 orders did come into --</p> <p>18 A I misunderstood that as well, then. While I had access,</p> <p>19 yes, I would have been able to tell you where the order</p> <p>20 came from.</p> <p>21 Q Okay. And can you tell me now, looking back, during that</p> <p>22 short period of time that you did have access and before</p> <p>23 the access was taken away from you, I want to know exactly</p> <p>24 how many orders you got through the Hotmail account. I</p> <p>25 want to know that right now. So can you tell me?</p>
<p>Page 33</p>	<p>Page 34</p>

<p>Page 35</p> <p>1 A No.</p> <p>2 Q Is there any ability -- and it's impossible to say now,</p> <p>3 correct?</p> <p>4 A No. Well, it's only impossible if he destroyed the</p> <p>5 information that was in the Hotmail account.</p> <p>6 Q No, I don't -- that would be me asking Mr. Stone. I'm</p> <p>7 asking you. Do you or Allied -- when I say you, I'm</p> <p>8 referring to Allied, generally, because obviously I'm not</p> <p>9 talking about you personally.</p> <p>10 A Of course.</p> <p>11 Q Does Allied have any records, any way through the</p> <p>12 information that is available to it today to go back and</p> <p>13 tell me, we had five Hotmail orders -- or five orders for</p> <p>14 product that came in through Hotmail in the month of March</p> <p>15 2015?</p> <p>16 MR. CASCINI: Objection. I believe that's been</p> <p>17 asked and answered.</p> <p>18 THE WITNESS: No, we --</p> <p>19 MR. CASCINI: Answer if you know.</p> <p>20 THE WITNESS: No, we do not have that ability,</p> <p>21 because the source of the order that -- let's call it order</p> <p>22 path. The order path was not -- is not an indicated field</p> <p>23 in QuickBooks. So we do not indicate this came in via</p> <p>24 Hotmail, this came in via sales@lehighvalleyabrasives.com,</p> <p>25 this came in via phone. That is not indicated on the</p>	<p>Page 37</p> <p>1 Hotmail account ended, going forward, can you tell me now</p> <p>2 or ever whether any orders came in seeking products from</p> <p>3 Allied to the Hotmail account?</p> <p>4 A I don't --</p> <p>5 MR. CASCINI: Objection, vague, but is -- are you</p> <p>6 asking him whether he's able to now or whether he was able</p> <p>7 to in the past at some point in time?</p> <p>8 BY MR. LEVASSEUR:</p> <p>9 Q Whether you're able to now, tell me how many orders came --</p> <p>10 went to the Hotmail account after you lost access.</p> <p>11 A The very nature of not having access means I can't tell you</p> <p>12 what went there.</p> <p>13 Q So as far as you know, it's possible that no orders went to</p> <p>14 the Hotmail account after you lost access, as far as you</p> <p>15 know.</p> <p>16 A I have no idea. I have no idea what occurred with it</p> <p>17 because I didn't have access to it and it was not monitored</p> <p>18 daily.</p> <p>19 Q Well, from the point you lost access, it wasn't monitored</p> <p>20 at all by you, by Allied.</p> <p>21 A Correct, right.</p> <p>22 Q And before that you're indicating it wasn't monitored</p> <p>23 daily; just somebody would take a look at it to see if</p> <p>24 there were any orders in there?</p> <p>25 A Correct. And it was also used for access to other online</p>
<p>Page 36</p> <p>1 orders.</p> <p>2 BY MR. LEVASSEUR:</p> <p>3 Q Okay. So when we look at your QuickBooks records to see</p> <p>4 all the orders that came in during the month of March in</p> <p>5 2015, for example, there's literally no way to tell if all</p> <p>6 of them came in through Hotmail, if half of them came in</p> <p>7 through Hotmail, or if none of them came into Hotmail. Is</p> <p>8 that fair to say?</p> <p>9 A Correct. And it would even get more ambiguous than that</p> <p>10 because during the transition when we were trying to</p> <p>11 migrate people away, they may have submitted a purchase</p> <p>12 order via Hotmail, received our response that said, hey,</p> <p>13 please send your orders to sales@lehighvalleyabrasives.com,</p> <p>14 and they may have then submitted that order to</p> <p>15 sales@lehighvalleyabrasives.com during that customer</p> <p>16 transition period where we're trying to get -- use that.</p> <p>17 And the reason for using that</p> <p>18 sales@lehighvalleyabrasives.com email is, number one, it's</p> <p>19 able to be shared via Outlook a lot more professionally and</p> <p>20 then multiple customer service agents can utilize it that</p> <p>21 way, as long as it's just really hammering the branding.</p> <p>22 You know, your clscls2000@hotmail doesn't have any branding</p> <p>23 associated with it, of course. The more you can hammer the</p> <p>24 brand name, the greater the opportunity is.</p> <p>25 Q Understood. Now, from the moment that your access to the</p>	<p>Page 38</p> <p>1 services that were linked to that email account.</p> <p>2 Q Did you perform a, um, due diligence before you finalized</p> <p>3 the transaction?</p> <p>4 A Define due diligence.</p> <p>5 Q Do you know what due diligence is?</p> <p>6 A I do.</p> <p>7 Q Then I'll go --</p> <p>8 A It means something different to everyone else.</p> <p>9 Q -- with a general understanding to a businessman of due</p> <p>10 diligence.</p> <p>11 A Yes.</p> <p>12 Q Did you perform due diligence?</p> <p>13 A Yes.</p> <p>14 Q What did you do?</p> <p>15 A Accessed the financial information, accounting information,</p> <p>16 their -- the QuickBooks records were not very complete, so</p> <p>17 we looked at previous years of tax returns. He did not</p> <p>18 provide any customer information during the due diligence</p> <p>19 period. He was quite protective of that. Did not provide</p> <p>20 any -- maybe some online reports of, like, the sales</p> <p>21 amounts, but we mostly went off of tax returns and</p> <p>22 performed more of financial analysis than anything else.</p> <p>23 Q What was incomplete about their QuickBooks that he</p> <p>24 provided?</p> <p>25 A So I mentioned earlier that online orders would not be</p>

<p>Page 39</p> <p>1 entered into QuickBooks. So in order to file a tax return,</p> <p>2 it would really be almost calculating two separate</p> <p>3 accounting records, two separate P&Ls in a way, and then</p> <p>4 putting them together; whereas each QuickBooks order -- you</p> <p>5 know, the QuickBooks is primarily an accounting software</p> <p>6 that can process orders, of course. The lump sales for the</p> <p>7 online stores would be put into QuickBooks just as a lump</p> <p>8 amount. So we sold \$100,000 online this month; it's one</p> <p>9 \$100,000 sale in QuickBooks. There's no information in</p> <p>10 QuickBooks of what that sale breakdown actually is. So we</p> <p>11 couldn't analyze, well, you sold 900 of Part Number A and</p> <p>12 600 of Part Number B because part numbers didn't match</p> <p>13 online and offline, and online orders were not put into the</p> <p>14 offline system, offline being QuickBooks, with every single</p> <p>15 transaction occurring in there, meaning every line item on</p> <p>16 the order.</p> <p>17 Q So what you're saying is that there's information that went</p> <p>18 into QuickBooks regarding sales that were other than online</p> <p>19 orders?</p> <p>20 A Yes, yeah. The sales that went into QuickBooks were</p> <p>21 exclusively -- I don't want to say exclusively -- generally</p> <p>22 not any online orders.</p> <p>23 Q And not online orders means what? Telephone orders? Fax</p> <p>24 orders?</p> <p>25 A So the stuff that went into QuickBooks was generally a</p>	<p>Page 41</p> <p>1 in, you know, offline or online, right? You don't --</p> <p>2 offline QuickBooks would be, you may generate an estimate,</p> <p>3 so you may put John as the name only, put an estimate in,</p> <p>4 and if someone -- like a military contract, they require a</p> <p>5 formal estimate. You have to send them an estimate. Even</p> <p>6 if they order it online, it's part of their process that</p> <p>7 they need to have -- I need to have an estimate before I'm</p> <p>8 allowed to buy it, even though you could just buy it and</p> <p>9 you have all the information. It's just sometimes people</p> <p>10 have corporate or government processes they have to follow.</p> <p>11 Q That's the government for you.,</p> <p>12 A Yeah, right, yeah. Inefficiency when you could just use a</p> <p>13 credit card. So an estimate, when it was converted to a</p> <p>14 sales, to a sale, could then become a sales order, and then</p> <p>15 from a sales order it could become an invoice. So that</p> <p>16 would be the path, estimate to sales order to invoice.</p> <p>17 From the sales order it could fork. Prior to being an</p> <p>18 invoice, it would be a purchase order to the vendor if it</p> <p>19 was a non-stock item. And then once you receive the bill</p> <p>20 from the vendor, you would know that it's shipped or that</p> <p>21 it was received by the customer and you would then create</p> <p>22 the invoice off the sales order but the trigger would be</p> <p>23 receiving the bill in order to create the invoice.</p> <p>24 Now, they may have paid online, but because he</p> <p>25 had to issue a purchase order, he would sometimes enter a</p>
<p>Page 40</p> <p>1 sales order from -- excuse me, a purchase order from</p> <p>2 Hotmail, a fax, a phone order, maybe even a website inquiry</p> <p>3 that was not an actual online transaction, if you follow</p> <p>4 what I mean by that. Someone could have sent, on the</p> <p>5 contact page, right, you know, say contact us if you have</p> <p>6 any questions. Someone may have said I want to buy some of</p> <p>7 this. So the source may have been an online lead that was</p> <p>8 then entered into as an offline purchase. Sometimes orders</p> <p>9 would get entered into QuickBooks if it was a nonstock</p> <p>10 online order, meaning an item that had to drop-ship,</p> <p>11 because then you had to also issue a purchase order, so you</p> <p>12 would generate -- you would enter the sales order into</p> <p>13 QuickBooks to get the purchase order from it to ship it,</p> <p>14 but then it wouldn't be invoiced. So the sales information</p> <p>15 would be in there but there would be no corresponding</p> <p>16 invoice to that sale. I'm not sure if you understand what</p> <p>17 I'm saying there.</p> <p>18 Q That makes sense.</p> <p>19 A Okay. I don't know if you have a financial background so</p> <p>20 you have the understanding of those -- that pathway.</p> <p>21 Q For invoicing purposes, QuickBooks will do the invoicing</p> <p>22 essentially automatically --</p> <p>23 A Yeah. There's --</p> <p>24 Q -- once you put the information in?</p> <p>25 A Right. There's sort of a transaction path that can occur</p>	<p>Page 42</p> <p>1 sales order to drive the purchase order off of it, because</p> <p>2 you could click a button that would say order this and it</p> <p>3 would pull up, transfer it to a purchase order, say here's</p> <p>4 your cost, and then click email and send it off to the --</p> <p>5 whichever vendor it happened to be in order to make the</p> <p>6 purchase.</p> <p>7 Q Would it be true that, every time a product sold, an</p> <p>8 invoice is generated one way or the other?</p> <p>9 A Yeah, yes, yeah, if it was an online invoice that would be</p> <p>10 emailed to you or an offline invoice, correct.</p> <p>11 Q Well, I mean not -- an invoice from Allied or Lehigh Valley</p> <p>12 or Allied after the transaction to the end customer,</p> <p>13 there's an invoice; otherwise, how are you going to get</p> <p>14 paid, right?</p> <p>15 A Well, a credit card transaction, you're paid before your</p> <p>16 invoice. You're paid at the sales order standpoint prior</p> <p>17 to the actual invoice.</p> <p>18 Q The invoice reflecting that transaction ultimately exists;</p> <p>19 is that true?</p> <p>20 A Yes.</p> <p>21 Q And the invoice necessarily always has the customer name</p> <p>22 and the customer address.</p> <p>23 A Generally. Maybe not all that information. It would</p> <p>24 depend on how the order was entered.</p> <p>25 Q And invoices were something that was not within the</p>

<p>Page 43</p> <p>1 exclusive domain of the Hotmail account, I would assume.</p> <p>2 Is that true?</p> <p>3 A Correct, yeah. The invoice would not be generated from</p> <p>4 Hotmail. An invoice would be generated from the source of</p> <p>5 the sale, whether it was an online sale or an offline sale.</p> <p>6 Q So if we wanted to look back, starting today, looking back</p> <p>7 ten years, we could get all the customer information we</p> <p>8 needed if we just looked at the invoices --</p> <p>9 A No. We --</p> <p>10 Q -- for the last ten years.</p> <p>11 A No. We earlier had the conversation that not all the</p> <p>12 information was accurately entered into the system. So</p> <p>13 there's a period of time, obviously, in -- since we've</p> <p>14 owned the company, I could give you very accurate</p> <p>15 information on what was sold in the last, let's call it,</p> <p>16 six years or so, but there -- he had the three sources of</p> <p>17 transactions, QuickBooks, Industrial Tool Crib, which was</p> <p>18 built on a platform called 3dcart, which then transitioned</p> <p>19 to -- I can't -- they rebranded. I don't remember what the</p> <p>20 rebranding -- I still call it 3dcart, and then BigCommerce,</p> <p>21 and obviously prior to that was the ProStores that we</p> <p>22 discussed as well.</p> <p>23 So information is only as good as how it was</p> <p>24 entered. So our information is pretty clean. His</p> <p>25 information was not clean. There were -- he had codes for</p>	<p>Page 45</p> <p>1 source of the solution.</p> <p>2 Q But you don't know whether, in fact, the email itself,</p> <p>3 looking at the email, would provide you any clarity.</p> <p>4 A What do you mean?</p> <p>5 Q Because you don't -- you're just speculating as to whether</p> <p>6 an email would provide the clarity that you're referring</p> <p>7 to?</p> <p>8 A No. If the source of the purchase was from the Hotmail</p> <p>9 account, there -- there may or may not be additional</p> <p>10 information. Oftentimes there would be. Oh, I, you know,</p> <p>11 want the Lehigh Valley Abrasive branded product, and that</p> <p>12 means that was, you know, generally the Chinese import.</p> <p>13 And they may say that in their email. Or they might say</p> <p>14 I'm looking for, you know, this Wendt flap wheel, and that</p> <p>15 may be indicated in the email. Or they may just say I'm</p> <p>16 looking for a flap wheel, and then we would not have</p> <p>17 conclusive information.</p> <p>18 Q You could solve the problem by saying, well -- you could</p> <p>19 sell them whatever it is you want to sell them, right?</p> <p>20 A You could, but there are silent variances in products, and</p> <p>21 getting people to move product sometimes is not the easiest</p> <p>22 thing in the word. People often want, well, I tried nine</p> <p>23 things before and this is the one that works.</p> <p>24 Q Okay. How many times has this dilemma arisen?</p> <p>25 A Dozens.</p>
<p>Page 44</p> <p>1 products sometimes, to say a flap wheel, which is -- it's a</p> <p>2 product. It's an abrasive product. There's a one inch by</p> <p>3 one-inch flap wheel. His code might be FW 1x1x1/4, which</p> <p>4 is flap wheel 1 by 1 by 1/4, which is the shank size. That</p> <p>5 did not indicate actually what was shipped to the customer,</p> <p>6 because he would use that code to either sell imported</p> <p>7 product from China, imported product from local vendors, or</p> <p>8 product that might actually even be a branded product. As</p> <p>9 an example, one of the vendors is called Wendt, and he</p> <p>10 might provide them a Wendt product for the same thing.</p> <p>11 So we had a hell of a time for years, and still</p> <p>12 occasionally do; oh, I bought this before, and we look up</p> <p>13 the transaction and it's one of these generic part numbers</p> <p>14 rather than a specific part number, and that's always -- we</p> <p>15 don't know exactly what they got. Did they get the product</p> <p>16 from China? Did they get it from a local vendor? Did they</p> <p>17 get it from a brand like Wendt?</p> <p>18 And so we have to then, you know, try and find,</p> <p>19 do we have any other information from the sales history?</p> <p>20 And we've -- we've worked pretty hard to clean all that</p> <p>21 stuff up over a time period.</p> <p>22 Q Okay. Are you indicating to me that the only way you could</p> <p>23 solve those dilemmas when they would arise would be to</p> <p>24 access the Hotmail account?</p> <p>25 A If that was the source of the sale, then that would be the</p>	<p>Page 46</p> <p>1 Q Can you provide me examples?</p> <p>2 A Sure. Give me access to the Hotmail account and I can</p> <p>3 provide you information.</p> <p>4 Q No. I -- I understood you to be telling me a dilemma has</p> <p>5 arisen that you could not solve because you don't have</p> <p>6 access to the Hotmail account.</p> <p>7 A Okay. I don't have a list of those scenarios, but many</p> <p>8 times has the --</p> <p>9 Q Well, the -- go ahead. Finish. I'm sorry.</p> <p>10 A Many times has the problem occurred where we were not sure</p> <p>11 what was sold to a customer because of incomplete</p> <p>12 information, and then we can't continue down that rabbit</p> <p>13 hole of troubleshooting without access.</p> <p>14 Q How many times were you unable to sell a product to the</p> <p>15 customer because of that dilemma?</p> <p>16 A I don't have that information.</p> <p>17 Q Is there even one time?</p> <p>18 A I don't have that information.</p> <p>19 Q Is it possible that was -- that you never had -- never</p> <p>20 ultimately lost a sale because of this dilemma that you're</p> <p>21 describing?</p> <p>22 A I don't believe that's possible.</p> <p>23 Q How many times -- but you cannot tell me, it would be sheer</p> <p>24 speculation for you to tell me the number of times that</p> <p>25 there was a problem, that you ultimately lost a sale</p>

<p>Page 47</p> <p>1 because of this.</p> <p>2 A It would be speculation because I don't answer customer</p> <p>3 calls, generally speaking. I would get involved from a</p> <p>4 technical perspective, but customer service agents would</p> <p>5 answer most customer calls.</p> <p>6 Q Do you have any records from those customer service</p> <p>7 representatives indicating we --</p> <p>8 A No, we don't --</p> <p>9 Q -- sale could not be made because we couldn't access</p> <p>10 Hotmail account?</p> <p>11 A No. We don't have a CRM software, customer relationship</p> <p>12 management software, that would track that.</p> <p>13 Q Going back to your due diligence, you described a little</p> <p>14 bit what you did and what you got and so forth. Were you</p> <p>15 satisfied at the end of the due diligence period that you</p> <p>16 got enough information to move forward with the</p> <p>17 transaction?</p> <p>18 A Ultimately, I did move forward with the transaction and</p> <p>19 purchased the entity and the assets of the entity, so I</p> <p>20 guess, yes? Yeah.</p> <p>21 Q I may have asked you this, but when was it that you learned</p> <p>22 that the access to the Hotmail account was taken away from</p> <p>23 you?</p> <p>24 A I don't have the exact date.</p> <p>25 Q I think you indicated you got access --</p>	<p>Page 49</p> <p>1 because we were transitioning everyone off of utilizing</p> <p>2 that Hotmail account. So like most management team</p> <p>3 members, you don't necessarily know when a problem occurs</p> <p>4 right when -- right when it occurs. That connection to the</p> <p>5 problem is always disconnected when there's a layer in</p> <p>6 between.</p> <p>7 Q Let's talk about the non-compete allegations that are made</p> <p>8 in your complaint, and specifically, again, referencing</p> <p>9 Exhibit 1, you can refer to it, but what is your</p> <p>10 understanding of the non-compete obligations that Mr. Stone</p> <p>11 was subjected to as a result of the transaction reflected</p> <p>12 in the asset purchase agreement?</p> <p>13 MR. CASCINI: Objection. The document speaks for</p> <p>14 itself in that regard.</p> <p>15 You can answer the question if you know, Robert.</p> <p>16 BY MR. LEVASSEUR:</p> <p>17 Q I'll -- I can answer for you. If -- my understanding, and</p> <p>18 you can confirm or deny, is that he was prevented from</p> <p>19 competing with Allied for a period of seven years after the</p> <p>20 date of the closing, which would be October 13, 2014. Is</p> <p>21 that your understanding?</p> <p>22 A More or less. I'm sure there's some parsing of that that</p> <p>23 could potentially occur, but, you know, maybe that could be</p> <p>24 done in a follow-up question if there is one.</p> <p>25 Q Actually, I don't what you mean by parsing it.</p>
<p>Page 48</p> <p>1 A Shortly.</p> <p>2 Q -- three to six months after the transaction, so we're</p> <p>3 talking early 2015, and you had access for a period of</p> <p>4 time.</p> <p>5 A Uh-huh.</p> <p>6 Q You never lost access to Gmail. We've established that.</p> <p>7 You did lose access to Hotmail. Can you give me any</p> <p>8 indication at all as to when you lost the access?</p> <p>9 A Off the top of my memory right now, no, I can't.</p> <p>10 Q Was it -- did you have access for weeks?</p> <p>11 A Years.</p> <p>12 Q For years?</p> <p>13 A Years.</p> <p>14 Q This happened years after?</p> <p>15 A Correct.</p> <p>16 Q Would you have any records that would reflect when it is</p> <p>17 that you lost the access?</p> <p>18 A No. That's like trying to prove a negative. I'm not sure</p> <p>19 the date that we lost access. I'm sure he would because he</p> <p>20 had to do a password reset.</p> <p>21 Q So he would know the date; you would not?</p> <p>22 A Correct. And, as I mentioned, we didn't monitor it daily.</p> <p>23 Q Right. But how frequently did you monitor it? Weekly?</p> <p>24 Monthly?</p> <p>25 A It was a tool that our customer service team could use</p>	<p>Page 50</p> <p>1 A Well, competing against Allied, it's not the fact of</p> <p>2 competing against Allied. It's competing -- if Allied</p> <p>3 decided to start selling medical equipment, I don't believe</p> <p>4 that Mr. Stone would have been in competition if he also</p> <p>5 decided to sell medical equipment because I don't believe</p> <p>6 that was the spirit of the non-compete. It wasn't that it</p> <p>7 was -- that he was not allowed to compete against Allied.</p> <p>8 It was compete in the nature of work that he and Lehigh</p> <p>9 Valley Abrasives had been doing with the customers and the</p> <p>10 methods.</p> <p>11 Q And, obviously, then, he was not -- you were not expecting</p> <p>12 him to not earn a living after this transaction.</p> <p>13 A Correct, yeah, correct.</p> <p>14 Q He could start a business; he could sell whatever he wanted</p> <p>15 as long it didn't compete with Allied.</p> <p>16 A As long as it didn't compete with the products and the</p> <p>17 customers and services and the nature of the businesses</p> <p>18 that were acquired.</p> <p>19 Q And my understanding from the complaint, obviously, is that</p> <p>20 you allege that he violated that obligation.</p> <p>21 A Obviously. I'm confident he did.</p> <p>22 Q Wonderful. Tell me what information you had at the time</p> <p>23 you filed the complaint that he, in fact, violated that</p> <p>24 obligation.</p> <p>25 A Very certainly. He formed a website called US Tool Depot</p>

<p>Page 51</p> <p>1 which is in direct competition against Industrial Tool Crib</p> <p>2 and Lehigh Valley Abrasives by selling metalworking</p> <p>3 products, abrasive products, tooling and machinery and</p> <p>4 equipment online, which is the exact nature of the</p> <p>5 businesses and which were acquired.</p> <p>6 Q Let's slow up a bit. Creating the company US Tool Depot in</p> <p>7 and of itself was not a violation of the non-compete.</p> <p>8 Would you agree?</p> <p>9 A No, I wouldn't agree with that. I believe it says you're</p> <p>10 not allowed to be a shareholder or a consultant or director</p> <p>11 of any entity. I think there's language in there like</p> <p>12 that. I might be confusing it with other non-competes I've</p> <p>13 read before, but I believe there's language that says can't</p> <p>14 be a shareholder, can't be a director, can't consult to any</p> <p>15 competing business.</p> <p>16 Q And that would be competing. I mean, the creation -- US</p> <p>17 Tool Depot, if it sold toothpaste, he could do that, right?</p> <p>18 A Sure, yes, yes.</p> <p>19 Q Okay.</p> <p>20 A I believe that's probably true.</p> <p>21 Q Okay. So your problem or your allegation against him is</p> <p>22 that he sold -- and I want you to go slower. What is it</p> <p>23 that you claim US Tool Depot sold that it was not allowed</p> <p>24 to sell under the non-compete agreement?</p> <p>25 A I'll try not to make a mistake in this here, but US Tool</p>	<p>Page 53</p> <p>1 they used to work for you and emailed us. So that's --</p> <p>2 that's the nature of the complaint.</p> <p>3 Q But you indicated it was 2022 or 2023. That's after the</p> <p>4 non-compete period expired, correct?</p> <p>5 A Discovering competitive practices after the competitive</p> <p>6 practices have started does not exclude the activity of the</p> <p>7 competitive practice, because US Tool Depot was formed</p> <p>8 during the non-compete period of time, and that is when</p> <p>9 those competitive practices occurred.</p> <p>10 Q Well, that's what we're going to have to find out, isn't</p> <p>11 it?</p> <p>12 A Sure.</p> <p>13 Q Certainly, if he -- if he limited his compete -- selling</p> <p>14 competing products, the list that you provided me, if he</p> <p>15 did not sell any of those competing products during the</p> <p>16 seven-year non-compete period, he would not be in</p> <p>17 violation; is that fair to say?</p> <p>18 MR. CASCINI: Objection --</p> <p>19 THE WITNESS: No.</p> <p>20 MR. CASCINI: -- just to the point, list that you</p> <p>21 provided, are you referring to his prior testimony about</p> <p>22 the kinds of things that were sold that he's given in his</p> <p>23 deposition today?</p> <p>24 MR. LEVASSEUR: Yes.</p> <p>25 MR. CASCINI: I retract the objection then.</p>
<p>Page 52</p> <p>1 Depot then formed an e-commerce website on the BigCommerce</p> <p>2 platform and sold machinery, tools, woodworking equipment,</p> <p>3 metalworking equipment, abrasive products, clamps,</p> <p>4 measuring tools, all of which are products that Allied or</p> <p>5 Lehigh Valley Abrasives or Industrial Tool Crib did or</p> <p>6 could have sold that were in the nature of the acquisition.</p> <p>7 Q And when did you learn that this had taken place?</p> <p>8 A As soon as he marketed us from his Hotmail account saying</p> <p>9 you might remember me, I used to own Lehigh Valley</p> <p>10 Abrasives, and he emailed us.</p> <p>11 Q When was that email received?</p> <p>12 A It's, I believe, in the exhibits or discovery, but the date</p> <p>13 on it is -- on the email. I don't recall the exact date.</p> <p>14 Q Give me your best recollection.</p> <p>15 A I think it was February of '22, I think, maybe '23.</p> <p>16 Q And at that time, he was no longer under the restrictions</p> <p>17 imposed by the non-compete agreement; is that fair to say?</p> <p>18 A The email is not the non-compete issue. That would likely</p> <p>19 the trade secrets issue and the use of our intellectual</p> <p>20 property that he retained and marketed to. That's a pretty</p> <p>21 good indicator that he emailed our company, but that drove</p> <p>22 us to look into his activities, and that's when we</p> <p>23 discovered he formed these websites, he was marketing to</p> <p>24 our customers. We got calls from customers that said, hey,</p> <p>25 I don't know if you know this, but someone is saying that</p>	<p>Page 54</p> <p>1 THE WITNESS: I would say that's a non-exclusive</p> <p>2 list just for clarifying. You know, there's hundreds of</p> <p>3 parts online, of course, that are potentially competitive.</p> <p>4 So I don't want that to used as a, oh, you didn't say it</p> <p>5 during this period of time, a gotcha-type thing. There are</p> <p>6 thousands of SKUs on the websites. So would you repeat</p> <p>7 your question based on that?</p> <p>8 BY MR. LEVASSEUR:</p> <p>9 Q Would you agree with me that he could sell anything and</p> <p>10 everything, competing or not, after the non-compete period</p> <p>11 expired?</p> <p>12 A No. Anything and everything is too exhaustive. He</p> <p>13 certainly couldn't sell products that were driven from the</p> <p>14 intellectual property and which we purchased. So I would</p> <p>15 certainly believe that the configurations of our products</p> <p>16 that we had private labeled that he was purchasing are</p> <p>17 intellectual property, and if you purchase and sell the</p> <p>18 product based on that identical configuration under your</p> <p>19 own brand, you might not be violating the non-compete, but</p> <p>20 you certainly are utilizing intellectual property and trade</p> <p>21 secret information, so --</p> <p>22 Q That's fair. So limiting the question to the non-compete</p> <p>23 restrictions, he can sell anything and everything under the</p> <p>24 sun after the seven years has expired for purposes of the</p> <p>25 non-compete restriction.</p>

<p>1 MR. CASCINI: Objection.</p> <p>2 BY MR. LEVASSEUR:</p> <p>3 Q True?</p> <p>4 MR. CASCINI: Objection as to form. Are you</p> <p>5 asking whether he can sell anything and that would not be a</p> <p>6 contractual violation of the non-compete? Is that you're</p> <p>7 trying to establish?</p> <p>8 MR. LEVASSEUR: Essentially, yes.</p> <p>9 THE WITNESS: I believe --</p> <p>10 MR. CASCINI: Answer if you know.</p> <p>11 THE WITNESS: I believe so. That's a -- it's a</p> <p>12 tricky question. I don't think you mean it to be tricky,</p> <p>13 but there's a lot of moving pieces to it.</p> <p>14 BY MR. LEVASSEUR:</p> <p>15 Q Well, certainly the non-compete didn't last forever,</p> <p>16 obviously, right?</p> <p>17 A Correct.</p> <p>18 Q It was seven years, but if he was a good boy during the</p> <p>19 seven years, he could do -- when the restrictions were</p> <p>20 lifted, he could do whatever he wanted.</p> <p>21 MR. CASCINI: Objection as to form, vague,</p> <p>22 whatever he wanted.</p> <p>23 BY MR. LEVASSEUR:</p> <p>24 Q Whatever he wanted without --</p> <p>25 (Multiple speakers)</p>	<p>Page 55</p> <p>1 products listed on the e-commerce site in which he was</p> <p>2 selling. There's a significant amount of evidence that</p> <p>3 indicates he violated the non-compete.</p> <p>4 Q Okay. The creation of the domain name alone is a</p> <p>5 violation, in your mind?</p> <p>6 A Yes.</p> <p>7 Q Why is that?</p> <p>8 A US Tool Depot is pretty similar to Industrial Tool Crib in</p> <p>9 the general nature of the structure of it, and there are</p> <p>10 restrictions -- again, I believe I could review the</p> <p>11 non-compete if you'd like -- to say he's not allowed to own</p> <p>12 or be a part of or consult to any competing business in</p> <p>13 which, after forming that domain name -- I don't know if he</p> <p>14 formed the LLC first or the domain name or which; sometimes</p> <p>15 it's a chicken or the egg scenario, you know, form an LLC</p> <p>16 if the domain name's not available type thing, so he may --</p> <p>17 I don't know the dates on those off the top of my head, but</p> <p>18 he formed the domain name, he launched the e-commerce</p> <p>19 store, and did all of that prior to the expiration of the</p> <p>20 non-compete.</p> <p>21 Q Are you talking about for US Tool Depot --</p> <p>22 A Yes.</p> <p>23 Q -- or XP Abrasives?</p> <p>24 A Uh --</p> <p>25 Q You're talking right now just US Tool?</p>
<p>1 MR. CASCINI: -- contractual relations.</p> <p>2 MR. LEVASSEUR: Sorry.</p> <p>3 BY MR. LEVASSEUR:</p> <p>4 Q Whatever he wanted without violating the non-compete</p> <p>5 agreement.</p> <p>6 A Yeah, because they were obviously continuing obligations of</p> <p>7 the transaction that occur, so from a non-compete</p> <p>8 perspective, I believe that's correct, but I would, you</p> <p>9 know, need to examine each argument here we're having on a</p> <p>10 case-by-case basis.</p> <p>11 Q Okay. And we're going to go into the other aspects that</p> <p>12 don't relate to the non-compete in a minute --</p> <p>13 A Sure.</p> <p>14 Q -- but to close out the non-compete part, the seven-year</p> <p>15 restriction of the non-compete, is it your allegation that</p> <p>16 he violated that during the seven years?</p> <p>17 A Do I believe Mr. Stone violated the non-compete during</p> <p>18 his -- during the time restriction?</p> <p>19 Q Not do you believe; are you alleging that?</p> <p>20 A Yes.</p> <p>21 Q And what evidence do you have to support your contention</p> <p>22 that he violated the non-compete during the seven-year</p> <p>23 period starting October 13, 2014?</p> <p>24 A A significant amount of evidence, including the formation</p> <p>25 of the domain, the launching of the e-commerce site, the</p>	<p>Page 56</p> <p>1 A US Tool Depot. I believe XP Abrasives' domain name was</p> <p>2 purchased prior to the expiration of the non-compete as</p> <p>3 well.</p> <p>4 Q Okay. Let's focus for the time being on US Tool Depot.</p> <p>5 Let's, for purposes of my question, assume that nothing --</p> <p>6 he sold nothing through that company. Is it your</p> <p>7 contention, and it sounds like it is and that's why I'm</p> <p>8 asking you, that merely creating the -- you know,</p> <p>9 registering your domain name in and of itself is a</p> <p>10 violation of the non-compete?</p> <p>11 A Yes.</p> <p>12 Q And that's because that domain name had "tool" in it and</p> <p>13 Allied's company that they bought from Mr. Stone also had</p> <p>14 the word "tool"?</p> <p>15 A Yes.</p> <p>16 Q So you believe that the asset purchase agreement gave you</p> <p>17 exclusive control of the word "tool"?</p> <p>18 A No.</p> <p>19 Q Well, then why couldn't Mr. Stone use -- create a name that</p> <p>20 includes the word "tool"?</p> <p>21 A You know, this is challenging because you're asking me a</p> <p>22 hypothetical of if he sold nothing, but he did, and he did</p> <p>23 launch, so I don't -- I can't speak to his intentions, but</p> <p>24 when you look at US Tool Depot as a name and then you look</p> <p>25 at the domain name that he launched, it's really</p>
<p>West Michigan Reporting</p>	<p>Page 57</p> <p>Page 58</p> <p>SCAO FIRM #8204</p> <p>Page: 16 (55 - 58)</p>

<div>Page 59</div> <div>1 challenging for me, at least, to disassociate the two, the</div> <div>2 actual just general purpose name of US Tool Depot, from the</div> <div>3 action of launching an e-commerce store that sold tools. I</div> <div>4 can't disassociate the two so I can't answer that question</div> <div>5 in an objective form.</div> <div>6 Q Okay. Well, I thought it was -- and I am trying to get you</div> <div>7 to disassociate the two, because I want to know whether --</div> <div>8 what it is that I'm defending against. And if, in fact,</div> <div>9 nothing was sold, the creation of a company and the use and</div> <div>10 the coming up with the name that happens to include "tool"</div> <div>11 doesn't violate anything of that non-compete agreement --</div> <div>12 A It's --</div> <div>13 Q -- in my estimation, and if you disagree I want you to tell</div> <div>14 me why and point out where in the non-compete agreement</div> <div>15 does it prevent him from creating a company that sells</div> <div>16 nothing in competition with Allied.</div> <div>17 MR. CASCINI: I'm going to put the objection on</div> <div>18 the record that the document speak for itself.</div> <div>19 But you can answer the question if you know it,</div> <div>20 Robert.</div> <div>21 THE WITNESS: You know, I'll refer to the</div> <div>22 document, if I can.</div> <div>23 BY MR. LEVASSEUR:</div> <div>24 Q Absolutely.</div> <div>25 A And see, you know -- asset purchase agreement.</div>	<div>Page 61</div> <div>1 We would have to depose Mr. Stone to know what the intent</div> <div>2 of that entity is. You can file an entity with lots of</div> <div>3 intents and purposes.</div> <div>4 MR. CASCINI: I also just want to note for the</div> <div>5 record, there was line in that that was omitted, but he's</div> <div>6 trying to recite paragraph 1, and it's impossible to -- the</div> <div>7 point where you mentioned that you lost your place, there</div> <div>8 was one line --</div> <div>9 THE WITNESS: Did I skip a line?</div> <div>10 MR. CASCINI: But it's immaterial.</div> <div>11 THE WITNESS: Okay.</div> <div>12 BY MR. LEVASSEUR:</div> <div>13 Q Understood. You're relying on that part of it.</div> <div>14 A Correct.</div> <div>15 Q And you interpret that to say that creation of a company</div> <div>16 that sells nothing and does nothing is in violation.</div> <div>17 A I don't -- I don't think that this is a company that sells</div> <div>18 nothing and does nothing.</div> <div>19 Q That's right, and it isn't.</div> <div>20 A Right.</div> <div>21 Q But you indicated previously that merely by registering the</div> <div>22 domain name alone, that, nothing more, was -- made him in</div> <div>23 violation of the non-compete agreement.</div> <div>24 A I actually believe wholeheartedly that filing a domain name</div> <div>25 with the word "tool" in it is competition against our</div>
<div>Page 60</div> <div>1 MR. CASCINI: Do you have an attorney copy of</div> <div>2 this exhibit, just -- if not, that's okay.</div> <div>3 MR. LEVASSEUR: I don't.</div> <div>4 MR. CASCINI: I can pull up a version.</div> <div>5 MR. LEVASSEUR: I try not to kill too many --</div> <div>6 MR. CASCINI: I appreciate that, Chris.</div> <div>7 (Recess taken from 11:49 AM to 11:53 AM)</div> <div>8 BY MR. LEVASSEUR:</div> <div>9 Q Have you had a chance to go through the non-compete</div> <div>10 agreement?</div> <div>11 A Yes.</div> <div>12 Q And did you find anything that indicated that Mr. Stone</div> <div>13 would be prohibited from even creating a company that did</div> <div>14 not sell any product at all?</div> <div>15 A Exhibit B, paragraph 1 of the noncompetition agreement</div> <div>16 specifically states that:</div> <div>17 The seller agrees that, for a period of seven</div> <div>18 years after closing date, neither will directly or</div> <div>19 indirectly engage or invest in, own, manage, operate,</div> <div>20 finance, control or participate in the ownership,</div> <div>21 management, operation, financing, or control of -- lost my</div> <div>22 spot -- services or advice to any business whose products</div> <div>23 or activities compete in whole or in part with the business</div> <div>24 of AIS, et cetera, et cetera, et cetera.</div> <div>25 So the ownership of the entity is a challenge.</div>	<div>Page 62</div> <div>1 domain name that has the word "tool" in it. It's a</div> <div>2 different question than you asked before which was about</div> <div>3 the entity formation aspect of it because now it's an</div> <div>4 action and it is a sales channel or an information channel.</div> <div>5 Q Understood. I understand your position.</div> <div>6 Okay. Now, certainly the company didn't just get</div> <div>7 created and do nothing. It did do something. And the</div> <div>8 things that it did, to your knowledge and your allegation</div> <div>9 in the complaint, that is a violation of the non-compete</div> <div>10 agreement; fair to say?</div> <div>11 A Yes.</div> <div>12 Q Okay. What products did US Tool Depot sell that you</div> <div>13 believe to be in competition with AIS, Allied?</div> <div>14 A US Tool Depot purchased and sold products -- we'll use</div> <div>15 categories of products because that's really, you know, a</div> <div>16 more general way of doing this here.</div> <div>17 Q And before you answer, I want to make clear I'm restricting</div> <div>18 you -- that my question is restricted to the non-compete</div> <div>19 period and not after.</div> <div>20 A Sure.</div> <div>21 Q Understood?</div> <div>22 A Sure.</div> <div>23 Q Okay.</div> <div>24 A Yep. Abrasive products were sold, machinery was sold,</div> <div>25 tools were sold, and I believe during the non-compete</div>

<p>Page 63</p> <p>1 period Mr. Stone used US Tool Depot to purchase</p> <p>2 private-label flap discs with our exact same configuration</p> <p>3 from the vendor in which Lehigh Valley used to purchase</p> <p>4 them from called Sundisc Abrasives. As the import records</p> <p>5 indicate, that flap disc came from Sundisc to US Tool</p> <p>6 Depot.</p> <p>7 Q And then resold them?</p> <p>8 A What do you mean?</p> <p>9 Q Purchased flap discs --</p> <p>10 A He purchased inventory for the purpose of selling, yes,</p> <p>11 correct.</p> <p>12 Q Okay. And where did you get that information?</p> <p>13 A The public import records that exist. I believe it's</p> <p>14 either provided in discovery or in an exhibit potentially</p> <p>15 in the complaint somewhere, but --</p> <p>16 Q And do you have any records that indicate that he sold</p> <p>17 those flap discs during the seven-year period?</p> <p>18 A No.</p> <p>19 Q And your contention is that he can't even buy products?</p> <p>20 A The document speaks for itself. No, of course he cannot.</p> <p>21 Q Where does it say he cannot purchase?</p> <p>22 A Well, he can't -- directly or indirectly engage in, I would</p> <p>23 certainly argue that investing and purchasing are probably</p> <p>24 quite similar. Own or manage, manage is certainly, when</p> <p>25 you're issuing a purchase order, you're definitely managing</p>	<p>Page 65</p> <p>1 infrastructure in place so that you can launch immediately</p> <p>2 and start taking sales on January 1st, those are</p> <p>3 competitive practices prior to that.</p> <p>4 Q Got it. But to reiterate, you don't have any evidence that</p> <p>5 he actually did do any selling before the seven-year</p> <p>6 period; is that accurate?</p> <p>7 A Of what product, the flap discs?</p> <p>8 Q The competing products.</p> <p>9 A Yes, absolutely.</p> <p>10 Q Okay. What evidence do you have that he actually did that?</p> <p>11 A The list of products that were sold that -- the short list</p> <p>12 that we have from the US Tool Depot website indicates a</p> <p>13 significant amount of competing products.</p> <p>14 Q Okay. The evidence you have -- you're relying strictly on</p> <p>15 what US Tool Depot's website indicates; that's your</p> <p>16 evidence?</p> <p>17 A I am -- no. I am relying on the Excel or CSV, one of the</p> <p>18 two, but the database of products, the product list, that</p> <p>19 was submitted to us as part of discovery that indicates</p> <p>20 competitive products, the actual sale of competitive</p> <p>21 products, not the -- I would agree that a website by its</p> <p>22 nature is an attempt to sell a product and not an actual</p> <p>23 sale. Whether it's competitive practice or not, it's not a</p> <p>24 sale yet until somebody purchases something. It still may</p> <p>25 be competitive activity. But there are products on that</p>
<p>Page 64</p> <p>1 a transaction. Operate, the purchase or sale of products.</p> <p>2 Control, or we can even go more general, participate in the</p> <p>3 ownership, management or operation, finance, or control of.</p> <p>4 He definitely was participating in competitive practices.</p> <p>5 Q Explain to me how being a customer purchasing a product</p> <p>6 competes with Allied.</p> <p>7 A It was not a customer purchasing a product.</p> <p>8 Q Well, you indicated right now you don't have any evidence</p> <p>9 that he actually sold the flap disc that you're talking</p> <p>10 about, so the evidence that you have is that he purchased</p> <p>11 it.</p> <p>12 A Okay.</p> <p>13 Q If he purchased it and did not sell it, would you agree</p> <p>14 with me that's not competition with Allied?</p> <p>15 A No, I would not agree with that.</p> <p>16 Q How does -- how does -- how is Allied being competed with,</p> <p>17 being harmed --</p> <p>18 A Sure.</p> <p>19 Q -- by Mr. Stone's company buying a flap disc?</p> <p>20 A Yeah, absolutely. That's easy to indicate. If you have a</p> <p>21 non-compete agreement -- let's just use January 1st, right,</p> <p>22 and it expires on December 31st so you can start business</p> <p>23 on January 1st, if you spend that entire year before</p> <p>24 prepping, including forming your entity, reaching out to</p> <p>25 vendors, getting a website built out, getting</p>	<p>Page 66</p> <p>1 export that are absolutely competing products that were</p> <p>2 sold during the non-compete period.</p> <p>3 Q Do you know off the top of your head what those are?</p> <p>4 A There is a database, and I've analyzed the database</p> <p>5 personally. I don't have it memorized, the products, but</p> <p>6 there are abrasive products. There are machines which are</p> <p>7 used for grinding or polishing. There are a number of</p> <p>8 competing products.</p> <p>9 Q Okay.</p> <p>10 MR. CASCINI: Chris, I want to make sure we're</p> <p>11 talking all about the same thing here.</p> <p>12 MR. LEVASSEUR: Uh-huh.</p> <p>13 MR. CASCINI: And just noted for the purposes of</p> <p>14 the record, this is prior to us engaging in the mutual</p> <p>15 mediation where the customer lists and product sales have</p> <p>16 been exchanged. What we are currently in possession of is</p> <p>17 a redacted document that you sent me back on -- I'm going</p> <p>18 to be making up a date here -- something like October 8.</p> <p>19 There was a partial production that was redacted and we've</p> <p>20 had a discovery dispute over that. I think -- I don't</p> <p>21 think there's any -- I think this is the document that</p> <p>22 Mr. Shindodrf is referring to. I just want to stipulate</p> <p>23 for the purposes of the record, this is -- we have not yet</p> <p>24 received information where the mediator has exchanged data</p> <p>25 about common sales yet.</p>

<p>Page 67</p> <p>1 MR. LEVASSEUR: Correct. And I assumed that he</p> <p>2 was talking about exactly that document that I --</p> <p>3 MR. CASCINI: Perfect.</p> <p>4 MR. LEVASSEUR: -- the redacted document, Excel</p> <p>5 spreadsheet that I provided to you.</p> <p>6 MR. CASCINI: Wanted to make sure our assumptions</p> <p>7 aligned. Great.</p> <p>8 BY MR. LEVASSEUR:</p> <p>9 Q Now, would you agree with me that, whether it's US Tool</p> <p>10 Depot or XP Abrasives, subsequent to -- their activities</p> <p>11 subsequent to October 13, 2021, would not be in violation</p> <p>12 of the non-compete agreement that Mr. Stone signed?</p> <p>13 A It could be related to the non-compete agreement, but I'm</p> <p>14 not sure if the activity after that period --</p> <p>15 theoretically, you can have a purchase agreement that</p> <p>16 was -- I'm sorry -- purchase order that was submitted on,</p> <p>17 what's the date of expiration here, October 13? It was</p> <p>18 submitted on October 12th and shipped on October 15th,</p> <p>19 which still could have indications of the non-compete</p> <p>20 period there.</p> <p>21 Q Fair enough.</p> <p>22 A Or the customers that may have been generated during that</p> <p>23 period of time of the non-compete with continued sales</p> <p>24 afterward, that may be related to it. But the very nature</p> <p>25 of a non-compete is that it's challenging to determine the</p>	<p>Page 69</p> <p>1 Q Was it more fundamentally that he didn't believe that you</p> <p>2 were paying the purchase price, the full purchase price for</p> <p>3 his business?</p> <p>4 A No, I don't believe so.</p> <p>5 Q Then the nature of the dispute was what?</p> <p>6 A There was an accounting period from the beginning, so when</p> <p>7 the transition occurred, he still had his merchant accounts</p> <p>8 set up, so he was still receiving deposits from sales into</p> <p>9 his account after the transaction. I was paying some of</p> <p>10 his previous purchase orders after the transaction. There</p> <p>11 was a lot of this initial accounting that needed to occur</p> <p>12 that is always a little bit messy. When you don't purchase</p> <p>13 the stock, when you purchase, you know, the asset of an</p> <p>14 entity, there's still money flowing in and money flowing</p> <p>15 out, and are you paying an old bill or a new bill and when</p> <p>16 did that bill generate and when was that sales activity,</p> <p>17 when did the sales activity occur, when did the purchase</p> <p>18 order occur. So there was initial cleaning up of those</p> <p>19 things that occurred.</p> <p>20 Q So under the asset purchase agreement, the purchase price</p> <p>21 was indicated at -- to be 1,000 -- not 1,000 -- \$1,300,000;</p> <p>22 is that accurate?</p> <p>23 A If that's what the document reflects.</p> <p>24 Q And is it your contention that you paid the full \$1,300,000</p> <p>25 to Mr. Stone?</p>
<p>Page 68</p> <p>1 exact damages and that's why Mr. Stone agreed to liquidated</p> <p>2 damages.</p> <p>3 Q Right. We're not talking about damages right now, but we</p> <p>4 will.</p> <p>5 A It's important.</p> <p>6 Q Yes, and that's why we're going to do it, but, again, other</p> <p>7 than the nuance that you've just indicated, you do agree</p> <p>8 with me that subsequent to the lifting of the seven-year</p> <p>9 non-compete, he can do whatever he wants in terms of</p> <p>10 selling products through XP Abrasives and US Tool, agreed?</p> <p>11 A As it relates to the non-compete, not as it relates to</p> <p>12 trade secrets, vendor information, customer information,</p> <p>13 price lists, et cetera.</p> <p>14 Q Got it. Now, this is not the first litigation between you</p> <p>15 and Mr. Stone, is it?</p> <p>16 A I believe it is the first litigation, but there was a</p> <p>17 disagreement.</p> <p>18 Q That didn't go to court?</p> <p>19 A Correct.</p> <p>20 Q Okay.</p> <p>21 A I don't even think a complaint was filed or anything like</p> <p>22 that.</p> <p>23 Q And what was the nature of that disagreement?</p> <p>24 A Mr. Stone's financial illiteracy and how he believed that</p> <p>25 transactions should or could have occurred.</p>	<p>Page 70</p> <p>1 A I believe there was a settlement agreement in which we</p> <p>2 prepaid some of the seller financing and received a</p> <p>3 discount in exchange for that prepayment of the seller</p> <p>4 financing.</p> <p>5 Q So prior to the settlement agreement, you had not paid the</p> <p>6 full purchase price; is that accurate?</p> <p>7 A Made full payment in cash or committed to pay via</p> <p>8 promissory notes or other -- because I would argue that</p> <p>9 your promissory note is your payment, because it's</p> <p>10 collectible.</p> <p>11 Q I agree. And the promissory note was for 500,000, correct?</p> <p>12 A If that's what the document is, yeah.</p> <p>13 Q And did you pay -- did you fully -- prior to the</p> <p>14 settlement, you had not fully satisfied that promissory</p> <p>15 note, correct?</p> <p>16 A We were -- yes, we had satisfied the terms of the</p> <p>17 promissory note. The settlement agreement granted us a</p> <p>18 discount off of the remaining balance of the promissory</p> <p>19 note for prepaying it.</p> <p>20 (Exhibit 2 marked)</p> <p>21 BY MR. LEVASSEUR:</p> <p>22 Q Let me hand you -- speaking of that settlement agreement,</p> <p>23 let me hand you what has been marked as Exhibit 2. Can you</p> <p>24 confirm for me that that is the settlement agreement we've</p> <p>25 just been referencing?</p>

<p>Page 71</p> <p>1 A I believe so.</p> <p>2 Q And let me direct your attention to paragraph 1D -- or 2D.</p> <p>3 Do you see that?</p> <p>4 A 2D. Okay.</p> <p>5 Q And would you agree with me that you released any and all</p> <p>6 claims that you may have against Mr. Stone other than those</p> <p>7 relating to the non-compete agreement; is that fair to say?</p> <p>8 A I think the document speaks for itself, and some of the</p> <p>9 challenges, of course, are claims known or unknown until</p> <p>10 the date of this agreement in which there are certainly</p> <p>11 things that survive the date of this agreement, one of</p> <p>12 which is reference the non-compete and then, obviously,</p> <p>13 intellectual property, trade secrets, and other aspects of</p> <p>14 his are required.</p> <p>15 Q Well, those -- nothing but the non-compete agreement was</p> <p>16 carved out, correct?</p> <p>17 A No. It's any claims known or unknown until the date of</p> <p>18 this agreement, and then at the date of this agreement he</p> <p>19 had not violated the non-compete, he had not violated</p> <p>20 intellectual property issues, he had not violated trade</p> <p>21 secret issues, so there were no claims at that time. That</p> <p>22 doesn't give him carte blanche, of course, to then violate</p> <p>23 those things and make the claim that, oh, well, you told me</p> <p>24 it was fine because you agreed to discharge me from that.</p> <p>25 So, no, I wouldn't agree with your statement that any and</p>	<p>Page 73</p> <p>1 you.</p> <p>2 A Sure, could have, yeah.</p> <p>3 Q Now I want to the spend some time going through the</p> <p>4 complaint. So --</p> <p>5 A Exhibit 1?</p> <p>6 Q Yes. That's 1, Exhibit 1. And let me direct your</p> <p>7 attention to paragraph 24 where you make -- again,</p> <p>8 referring to the Hotmail account, you make the allegation</p> <p>9 that the Hotmail account was used primarily to receive</p> <p>10 incoming purchase orders, requests for quotes, requests for</p> <p>11 pricing information, and other inquiries directly from</p> <p>12 end-user customers. How is it you know that allegation to</p> <p>13 be true?</p> <p>14 A How is it that I know that that email address was the</p> <p>15 primary address --</p> <p>16 Q Was used primarily for those purposes.</p> <p>17 A Because it was the only email address that was used for</p> <p>18 those purposes.</p> <p>19 Q Well, as you indicated previously, Mr. Stone, the Hotmail</p> <p>20 account was his primary personal account with all his</p> <p>21 personal information. He used it for medical. He used it</p> <p>22 for --</p> <p>23 A I did not indicate that. I did not say it was his primary</p> <p>24 personal account.</p> <p>25 Q You --</p>
<p>Page 72</p> <p>1 all claims he can just do what he wants with.</p> <p>2 Q Well --</p> <p>3 A Like, for instance, we purchased -- it's our contention I</p> <p>4 purchased his email address. Subsequent and after this, he</p> <p>5 then took ownership of that back. That is a violation of</p> <p>6 the asset agreement. It doesn't mean that he isn't allowed</p> <p>7 to do it. He did it. Doesn't mean he's allowed to.</p> <p>8 Q Well, you knew that he did not give you access to the Gmail</p> <p>9 or the Hotmail account as of the date of closing, didn't</p> <p>10 you?</p> <p>11 A Yes.</p> <p>12 Q So you knew that, and you had -- you could have sued him</p> <p>13 for that because, allegedly, if it was covered by the asset</p> <p>14 purchase agreement, he breached the agreement on that date,</p> <p>15 correct?</p> <p>16 A Yeah, but that's a bit frivolous. I mean, like this</p> <p>17 lawsuit itself has gone on for virtually two years at this</p> <p>18 point. You don't just jump to suing someone who is in --</p> <p>19 you know, who's basically acting as your office manager in</p> <p>20 New Jersey 30, 45 days after because you didn't receive</p> <p>21 access to an email account.</p> <p>22 Q Well, I'm not suggesting that you made a poor business</p> <p>23 decision by not suing him, but the fact of the matter is</p> <p>24 you could, according to your theory that you purchased the</p> <p>25 Hotmail and the Gmail account and he didn't give them to</p>	<p>Page 74</p> <p>1 A I said he was using it for personal purposes as well.</p> <p>2 Q Okay. So how do you know that primary purpose were these</p> <p>3 listed in paragraph 24?</p> <p>4 A It was the sole source for business transactions. And my</p> <p>5 personal experience with viewing the incoming emails when I</p> <p>6 did have access to it was that there was relatively no</p> <p>7 incoming personal information into it.</p> <p>8 Q It was the sole source for business transactions.</p> <p>9 A It was the sole source for incoming customer inquiries and</p> <p>10 purchase orders, correct.</p> <p>11 Q And there was no --</p> <p>12 A Via email, not phone or, you know, online, but via email.</p> <p>13 It was the sole email --</p> <p>14 Q Sole email source.</p> <p>15 A Correct.</p> <p>16 Q And the Gmail, as you indicated previously, served a</p> <p>17 different function.</p> <p>18 A Yes. Mostly account management and backups, Google Drive</p> <p>19 type things.</p> <p>20 Q Okay. Well, then I would guess, looking at paragraph 25 of</p> <p>21 the complaint, that you would agree with me that that</p> <p>22 allegation's not true.</p> <p>23 A No. What aspect are you indicating that you think is not</p> <p>24 true of that? That's -- that's exactly what I just said,</p> <p>25 is that that Gmail account is used to access online</p>

<p>1 services and tools, which is Google-owned Webmaster Tools, 2 if you're familiar with -- are you familiar with e-commerce 3 at all? 4 Q A little bit. 5 A So Webmaster Tools is kind of a broad term for some of the 6 Google services which can crawl your website to give you 7 better search engine optimization, can link to Google 8 AdWords, which is an advertising platform, Google Merchant 9 Center, which is how you can utilize the Google shopping 10 service where it shows the products on the top. So that 11 was an email address linked with that as well. It was 12 not -- but it was not used -- I can't say that there was 13 never an incoming email to that from a purchase order, but 14 it was primarily used for services, linking services. 15 Q Directing your attention to paragraph 26, explain to me 16 what you mean by that the Gmail account was used as a 17 repository for a large cache of customer information? 18 A Yep. There was a backup of the QuickBooks file on the 19 Gmail account. 20 Q So QuickBooks as a secondary backup -- uh, presumably 21 QuickBooks is backed up; it's got its own backup, online 22 backup or -- 23 A No, it doesn't. It does not have its own. 24 Q Okay. 25 A You're responsible for the safety of your data with</p>	<p>Page 75</p> <p>1 Q Paragraph 29 indicates that 70-80 percent of the Lehigh 2 Valley sales were generated directly through emails to the 3 Hotmail or the Gmail account. You indicated now that the 4 Gmail account really didn't -- didn't -- wasn't used for 5 sale purposes to the customers, so was that part of the 6 allegation incorrect? 7 A No, no. I think there's layers to this statement here. So 8 there's the date layer, right, as of 2014, between 70 and 9 80 percent, so there's your volume, of Lehigh Valley's 10 sales were generated directly through emails sent to and 11 from the Hotmail or Gmail accounts, inclusive of both 12 online advertising platforms and emailed purchase orders or 13 inquiries. 14 So online advertising platforms would be Google 15 AdWords, Microsoft Bing advertising is how they define it 16 and which generates quite a bit of the information, and 17 then it's tied to those email addresses, and then there is 18 also the emailed purchased orders or inquiries, so the 19 email is one portion of it, but the inclusive of online 20 advertising platforms and that. So, comprehensively, those 21 email addresses are associated with the advertising 22 platforms as well as the emailed purchased orders. 23 Q Is there a way to access the advertising platforms without 24 the email account itself? 25 A No.</p>
<p>Page 76</p> <p>1 QuickBooks desktop version. 2 Q Okay. And both before and after the transaction, the Gmail 3 account was a backup method for the -- for the -- or a 4 place to back up the QuickBooks information. 5 A Correct. If you're familiar with, like, Google Drive -- 6 Q I am. 7 A -- yeah, that would be a place to store information. 8 Q And you had access -- because you maintained access of the 9 Gmail account the entire time, you had access and still have 10 access to all of that customer information, correct? 11 A Correct. Well, to the data that was stored there, correct. 12 Q And then the information, again, still in paragraph 26, it 13 went beyond mere customer lists with related contact 14 information including accounting records and backup files, 15 and is that the same thing you were just referencing? 16 A Yeah, that's what we're referencing there. 17 Q So you have all that, correct? 18 A Is that -- is the stuff still on there; is that what you're 19 asking? 20 Q Well, if you -- did you delete it at some point? 21 A I don't think so. 22 Q Okay. Well, if it was there as you allege in paragraph 26 23 at the time you filed the complaint, it's still there; it's 24 still available to you, all of that customer information? 25 A Right, sure, yes.</p>	<p>Page 78</p> <p>1 Q You log into it through the email account? 2 A That's correct. Like a Gmail log-in screen, you would go 3 to the Google AdWords, adwords.google.com, and then sign in 4 with those email addresses. 5 Q And then as you indicated, there was a time factor and it's 6 as of 2014, so how did you -- how do you know that this was 7 the case in 2014? 8 A It was arranged for a reason, you know, 70 to 80 percent, 9 because we can't be assured to a 100 percent degree, but 10 almost all transactions as an e-commerce business are done 11 electronically, so the vast majority of those, and I 12 believe he had indicated to us at some point that about 13 80 percent of his transactions were via the online platform 14 or emailed transactions. Twenty percent would be local 15 companies, previous contacts that would call in, things 16 like that. 17 Q So the source of information that backs up this allegation 18 is Mr. Stone himself? 19 A Yes, and transaction records from the time. 20 Q You have transaction records from 2014 that establish that 21 the 70-80 percent of the orders that came into Lehigh 22 Valley were through the Gmail and the Hotmail account? 23 A No. Mr. Stone retains those records. 24 Q Okay. In making this allegation, what were you looking at? 25 What information did you have when you made the allegation</p>

<p>Page 79</p> <p>1 when you filed the complaint?</p> <p>2 A As we discussed earlier, we did due diligence and we asked</p> <p>3 him what the sources of revenues and incomes were at the</p> <p>4 time.</p> <p>5 Q Okay. So, again, we'll get back to the sole source of this</p> <p>6 information is Mr. Stone himself.</p> <p>7 A I wouldn't say the sole source because that's too</p> <p>8 conclusive of it. There's information related to the</p> <p>9 platforms that, you know, was a -- that could probably be</p> <p>10 parsed if there was a complete picture of it to determine</p> <p>11 exactly, rather than him recalling from his memory or</p> <p>12 anything like that.</p> <p>13 Q Okay. Well, just to clarify, I had asked you through your</p> <p>14 counsel to give me the documentation that backs up this</p> <p>15 allegation, and I have received absolutely nothing. Is</p> <p>16 that because you're holding it back or because you don't</p> <p>17 have anything to back up this allegation and that you're</p> <p>18 relying instead on Mr. Stone?</p> <p>19 A We may be relying on representations from Mr. Stone that he</p> <p>20 represented during the transaction, as well as my</p> <p>21 information and belief from the period of time and when the</p> <p>22 due diligence occurred.</p> <p>23 Q Okay. Just to be clear, your information, do you have</p> <p>24 information that exists in an email, in a document, in</p> <p>25 anything other than your memory?</p>	<p>Page 81</p> <p>1 MR. LEVASSEUR: Exactly. Thank you for that</p> <p>2 clarification.</p> <p>3 MR. CASCINI: Solely for my own benefit, Chris.</p> <p>4 Just wanted to make sure I was there.</p> <p>5 MR. LEVASSEUR: Actually, for further</p> <p>6 clarification, I don't know that it is Exhibit -- it's</p> <p>7 Exhibit A and it's out of order, in fact, now that I'm</p> <p>8 looking at this, but I think it's Exhibit A to -- Exhibit A</p> <p>9 to Exhibit 1 of this Deposition Exhibit 1 is probably the</p> <p>10 best way to reference it.</p> <p>11 THE WITNESS: I may be out of order on this here</p> <p>12 too. I've got Exhibit B here.</p> <p>13 MR. CASCINI: Page ID should be -- page ID is the</p> <p>14 page number.</p> <p>15 THE WITNESS: Okay, page ID. And what page ID am</p> <p>16 I looking for?</p> <p>17 MR. LEVASSEUR: It's going to be the one that's 1</p> <p>18 through 25, because that I know is the asset purchase</p> <p>19 agreement. That's the best way for me to -- that's how</p> <p>20 I've been referencing it.</p> <p>21 THE WITNESS: Here we go.</p> <p>22 MR. CASCINI: 23, right.</p> <p>23 For the purpose of the record, you were right,</p> <p>24 Chris. It's Page ID.23 of ECF No. 1-2, which is -- which</p> <p>25 belongs to Exhibit 1.</p>
<p>Page 80</p> <p>1 A I'm not -- I believe that there are emails in the discovery</p> <p>2 that you received from Mr. Stone that indicates the sources</p> <p>3 of sales, the breakdown of the sales process.</p> <p>4 Q Are you capable of looking through documents that you</p> <p>5 provided to me through your counsel and pinpoint exactly</p> <p>6 what it is you're talking about?</p> <p>7 A I would be, yeah.</p> <p>8 Q Okay. So if I asked you through your counsel to do that,</p> <p>9 you would be able to do that for me?</p> <p>10 A Likely.</p> <p>11 Q In 35, you make an allegation that we've been talking about</p> <p>12 quite a bit this morning about the Hotmail and the Gmail</p> <p>13 accounts having been purchased by Allied through the asset</p> <p>14 purchase agreement, and you indicate that it expressly</p> <p>15 includes the Hotmail and Gmail account. Could you please</p> <p>16 point out where -- yeah, the exhibit to the complaint,</p> <p>17 where, in fact, in the Exhibit 2 to the complaint that it</p> <p>18 contains the express reference to the Hotmail and the Gmail</p> <p>19 account?</p> <p>20 MR. CASCINI: For the purpose of clarity, you</p> <p>21 mean Exhibit 2 to Exhibit 1 introduced here, right? Sorry.</p> <p>22 MR. LEVASSEUR: Right, yeah.</p> <p>23 MR. CASCINI: Not the settlement agreement.</p> <p>24 We're talking about Exhibit 1 Which has a sub-exhibit of</p> <p>25 its own called Exhibit 2.</p>	<p>Page 82</p> <p>1 THE WITNESS: So the purchase agreement speaks</p> <p>2 for itself and specifically includes:</p> <p>3 "Assets include, without limitation, the</p> <p>4 following:"</p> <p>5 Under "d" you get Intangibles, which are the</p> <p>6 sources of the transactions including phone numbers, all</p> <p>7 books and records reasonably necessary to operate the</p> <p>8 business.</p> <p>9 And "e," it has software, websites, all passwords</p> <p>10 and information needed to operate the site.</p> <p>11 In "f," it's any existing computer programs,</p> <p>12 software programs, software and technical libraries,</p> <p>13 license agreements, and any other intellectual property.</p> <p>14 Your license agreement certainly would be your email access</p> <p>15 agreement in which you agree with Microsoft, you know,</p> <p>16 Microsoft/Hotmail, and that's it.</p> <p>17 BY MR. LEVASSEUR:</p> <p>18 Q Okay. So it doesn't expressly reference Hotmail and the</p> <p>19 Gmail accounts.</p> <p>20 A Are you asking is the word Hotmail on this document?</p> <p>21 Because it is certainly a category of these items</p> <p>22 purchased.</p> <p>23 Q We can agree to disagree on that, but I'm just --</p> <p>24 A That's fine.</p> <p>25 Q -- for clarification, nowhere on the asset purchase</p>

<div> <div>Page 83</div> <div> <p>1 agreement does it state that Mr. Stone was selling his</p> <p>2 personal email account csls -- or whatever it is --</p> <p>3 2000@hotmail.</p> <p>4 A That specific email address is not wrote on the asset</p> <p>5 purchase agreement, but it's my contention and I believe</p> <p>6 the agreement speaks to the fact that it is certainly one</p> <p>7 of the business systems, including accounts, et cetera,</p> <p>8 that I just referenced there that are part of the</p> <p>9 transaction, and his efforts and email addresses for email</p> <p>10 transactions -- no -- email correspondence, that is the</p> <p>11 word I was looking for, indicates that as well.</p> <p>12 Q And the same answer would be true -- you're giving me the</p> <p>13 same answer with respect to the Gmail account.</p> <p>14 A Yes.</p> <p>15 Q Okay.</p> <p>16 A Specifically, also, there is a paragraph 1.2 for assets not</p> <p>17 included. Had he wished to retained those, he could have</p> <p>18 explicitly wrote in 1.2 that he wanted to retain his</p> <p>19 Hotmail and Gmail accounts.</p> <p>20 Q In paragraph 42 you indicate that Allied had changed the</p> <p>21 passwords to the Hotmail and the Gmail account after</p> <p>22 Mr. Stone gave you access by giving you the password.</p> <p>23 A Correct.</p> <p>24 Q Did you tell him in advance that you were going to change</p> <p>25 the password?</p> </div> </div>	<div> <div>Page 84</div> <div> <p>1 A I'm not certain.</p> <p>2 Q How did -- do you recall the first time that the two of you</p> <p>3 had a conversation about the fact that you locked him out</p> <p>4 of his accounts?</p> <p>5 A Locked him out is a mischaracterization.</p> <p>6 Q Or prevented him from gaining access by changing the</p> <p>7 password.</p> <p>8 A Again, I don't even believe he was prevented from having</p> <p>9 access. I think there was a period of time in which he</p> <p>10 passed over those accounts and was still doing work for the</p> <p>11 company. I think there was a transitional period of time</p> <p>12 there.</p> <p>13 Q That may be true, but I thought you said previously that</p> <p>14 there was never shared access, that when you -- when you</p> <p>15 got the accounts, when you got access to the accounts, you</p> <p>16 essentially immediately changed the passwords.</p> <p>17 MR. CASCINI: Objection. I think that</p> <p>18 misconstrues the prior testimony regarding how long there</p> <p>19 was shared access during -- immediately following the</p> <p>20 transaction.</p> <p>21 But you can answer the question if you know,</p> <p>22 Robert.</p> <p>23 THE WITNESS: Yeah. I'll do my best to answer</p> <p>24 it. Obviously, it was a number of years ago here, but</p> <p>25 he -- he transferred -- he gave us a password, and then I</p> </div> </div>
	<div> <div>Page 85</div> <div> <p>1 believe we set the accounts up so that we could obviously</p> <p>2 have access to it and internal shared access along with</p> <p>3 forwarding and things like that. I believe he did have</p> <p>4 access to the incoming -- if you're familiar enough with</p> <p>5 Microsoft Outlook, right, you can set up your</p> <p>6 sales@lehighvalleyabrasives.com, but you can also add IMAP</p> <p>7 accounts, POP email accounts or IMAP accounts, if you're</p> <p>8 familiar with those. I believe he had access via that</p> <p>9 method of some of the incoming transactions that had</p> <p>10 occurred at that time. And we retained control of the</p> <p>11 accounts, but that didn't mean he didn't have some access</p> <p>12 during that transition period of time. Once he was no</p> <p>13 longer consulting to us or anything, he certainly didn't</p> <p>14 have any access anymore.</p> <p>15 BY MR. LEVASSEUR:</p> <p>16 Q Well, as soon as the password gets -- I know enough about</p> <p>17 an email account that, once you change the password, unless</p> <p>18 you're putting the password in, you can't get access. So</p> <p>19 when you changed the password, unless you gave him the</p> <p>20 password, the new one, he wouldn't have access anymore,</p> <p>21 right?</p> <p>22 A Correct. But I believe he did have access via either us</p> <p>23 sharing the password or via us programming the Outlook to</p> <p>24 download those emails for him to have access to. There was</p> <p>25 a transitional period of time in there where, you know, he</p> </div> </div>
	<div> <div>Page 86</div> <div> <p>1 was an employee consultant and he retained full access to</p> <p>2 it, then there was a little bit of shared access, to it was</p> <p>3 full control.</p> <p>4 Q So there -- and then -- unless you gave him the new</p> <p>5 password, the other scenario you're indicating is that you</p> <p>6 would have set up a system so that, when emails come into</p> <p>7 the Hotmail account, they automatically get sent to another</p> <p>8 account that he has been -- you know, one of his own</p> <p>9 personal accounts.</p> <p>10 A Correct, or the company had access to. So there was email</p> <p>11 forwarding that was occurring. There was -- you know, for a</p> <p>12 period of time. There was also, you know, programming the</p> <p>13 email addresses on computers that were owned by the</p> <p>14 company. So those are all things that occurred during that</p> <p>15 period of time. The exact date he no longer had access to,</p> <p>16 I'm not -- I'm not sure of.</p> <p>17 Q Looking at paragraph 43, is that what you're referring to</p> <p>18 in terms of the directing -- no, it isn't; directing the</p> <p>19 email, having email sent to him at another email address.</p> <p>20 That isn't what you're referring to in paragraph 43,</p> <p>21 correct?</p> <p>22 A No. And we didn't send emails to him at another email</p> <p>23 address, but we did set up an automatic -- you can forward</p> <p>24 emails automatically, as well as you can set an out of</p> <p>25 office. You can do both at the same time. So we did set</p> </div> </div>

<p>Page 87</p> <p>1 up email forwarding on the email addresses initially to</p> <p>2 accounts that he did have access to while he was still a</p> <p>3 consultant, as well as that out-of-office message to try</p> <p>4 and start changing customers' behaviors to start using the</p> <p>5 Lehigh Valley Abrasives branded email domains.</p> <p>6 Q And is paragraph 43 also referencing what you previously</p> <p>7 indicated where you set up a system so that, when a</p> <p>8 customer sends the email to the Hotmail account, it then</p> <p>9 gets forwarded to the Lehigh Valley account that you'd set</p> <p>10 up, email account that you'd set up?</p> <p>11 A Yes.</p> <p>12 Q Okay. So you would have the ability to give me every</p> <p>13 single email that got forwarded from the Hotmail to the</p> <p>14 Lehigh Valley email beginning with the date that you put</p> <p>15 this in place through today, correct?</p> <p>16 A Possibly. That would, like, depend on the settings of the</p> <p>17 email server on whether or not -- sometimes emails expire</p> <p>18 after a certain period of time. They may have been deleted</p> <p>19 by customer service representatives. They could have been</p> <p>20 deleted because they were a duplicate. If the customer</p> <p>21 also followed the instructions of -- because they would --</p> <p>22 if a customer sent an email into the Hotmail account, they</p> <p>23 would receive an auto reply saying, hey, we're not using</p> <p>24 this email address anymore, please e-mail</p> <p>25 sales@lehighvalleyabrasives.com, but that email would also</p>	<p>Page 89</p> <p>1 because you don't use the Hotmail, it then gets forwarded</p> <p>2 to the Lehigh Valley account?</p> <p>3 A No, I'm not telling you with certainty that that doesn't</p> <p>4 exist. You told me that it didn't exist.</p> <p>5 Q No. I told you you didn't give them to me. I didn't say</p> <p>6 that they didn't exist.</p> <p>7 A Oh.</p> <p>8 Q I asked for them --</p> <p>9 A Sure.</p> <p>10 Q -- and I did not get them.</p> <p>11 A I believe you have -- I believe you have all the emails</p> <p>12 that exist from our side. However, the Hotmail side would</p> <p>13 show forwarding so long as he hasn't deleted emails from</p> <p>14 there. I don't know what's occurred with that.</p> <p>15 Q Okay. Through your counsel, I'm going to ask that you</p> <p>16 verify that that is, in fact, true or not true, and if it's</p> <p>17 not true to give me the emails themselves because they've</p> <p>18 been asked for.</p> <p>19 A I believe you have all the emails that we have that</p> <p>20 reference his email address.</p> <p>21 Q Okay. But I -- to be honest, I'm not comfortable that that</p> <p>22 answer is certain because you're --</p> <p>23 A No, it's not certain because I don't have thousands of</p> <p>24 emails memorized at all.</p> <p>25 MR. CASCINI: Are you asking, Chris, for us to</p>
<p>Page 88</p> <p>1 be forwarded to sales@lehighvalleyabrasives.com. So it</p> <p>2 could have been duplicated in there, in which the customer</p> <p>3 service agent would delete the duplicate email.</p> <p>4 Q Have you looked to see whether you have those emails that</p> <p>5 were originally sent to the Hotmail account and then</p> <p>6 forwarded to the Lehigh Valley account to see whether you</p> <p>7 have them?</p> <p>8 A I believe we sent a very large database of emails that</p> <p>9 contained Mr. Stone's email address, so if we retained</p> <p>10 those, it should be in that email dump.</p> <p>11 Q Email dump to who?</p> <p>12 A It was part of discovery.</p> <p>13 Q I can assure you that the emails that I'm looking for and</p> <p>14 that I'm talking about right now were not provided.</p> <p>15 A Well, then they may not exist in there.</p> <p>16 Q I can't answer that; only you can.</p> <p>17 A Well, I --</p> <p>18 Q Did -- did you look to see whether they exist?</p> <p>19 A I believe there were hundreds if not thousands of emails.</p> <p>20 So did I specifically look for the question you're asking</p> <p>21 me? No. I gathered the information that we had available</p> <p>22 to provide it for discovery.</p> <p>23 Q Well, are you telling me with certainty today that there</p> <p>24 are no emails still in existence, if there ever were, that</p> <p>25 show customers sending in an order to the Hotmail, and</p>	<p>Page 90</p> <p>1 verify whether or not there are emails that exist that were</p> <p>2 forwarded between those two accounts that have not been</p> <p>3 produced?</p> <p>4 MR. LEVASSEUR: Yes. And to the extent emails</p> <p>5 came into the Hotmail account and didn't get forwarded, I</p> <p>6 obviously want those too, but it sounds like automatically</p> <p>7 everything would have been forwarded if you set up the</p> <p>8 system correctly.</p> <p>9 THE WITNESS: No, no, no, no. There's multiple</p> <p>10 periods of transition that occurred. So we forwarded</p> <p>11 emails. We had the outgoing email message saying, hey,</p> <p>12 please start sending your purchase orders, and then at a</p> <p>13 certain part we stopped forwarding emails and just had that</p> <p>14 out-of-office message that said, hey, this is not a</p> <p>15 monitored email account, please make sure you're sending</p> <p>16 purchase orders to these other email addresses. So there</p> <p>17 was a period of time in which we no longer forwarded</p> <p>18 everything, because -- I don't know if you have a Gmail or</p> <p>19 a Hotmail account or anything like that, but there's a lot</p> <p>20 of garbage that those types of accounts often get as well,</p> <p>21 and forwarding that to a shared box where now every person</p> <p>22 is the offices is pinged when an email comes in because</p> <p>23 it's a shared email. I believe Lehigh Valley Abrasives is</p> <p>24 a shared email. That's not a -- it's not conducive to</p> <p>25 being productive. So you don't want to get someone's</p>

1 macys.com rewards, right? You know, we try to unsubscribe
2 those things. But that junk mail would also be part of the
3 forwarding process. You can't just only exclusively
4 forward purchase orders.
5 BY MR. LEVASSEUR:
6 **Q Understood.**
7 A Yep.
8 **Q You know, it's -- I'm not trying to be tricky here. I**
9 **clearly want and need to see -- because this is an**
10 **allegation you've made in the lawsuit and it's a serious**
11 **allegation, I want to see just how much harm has been**
12 **caused by the allegation that you're making against my**
13 **client, and the way for me to analyze that is to see**
14 **exactly how many customers really did send orders to the**
15 **Hotmail address.**
16 A Mr. Stone has access to it. The whole point --
17 **Q He doesn't have access to it.**
18 A He doesn't have access to the Hotmail account?
19 **Q I'm talking about during the period that you had it in**
20 **control.**
21 A But we didn't delete things from his sent folder. Those
22 all would be retained in there.
23 **Q Understood, understood.**
24 A So any --
25 **Q And you also have it because it was forward to Lehigh**

1 valley.
2 A We may. We may.
3 **Q And, likewise, to the extent -- I understand that generally**
4 **your answer has been that the Gmail account was not used**
5 **and customers didn't send orders to Gmail. To the extent**
6 **that there are any orders that were sent to Gmail, I want**
7 **to -- I need to see those too. If there are none, and it**
8 **sounds like your assumption is that there are none, that's**
9 **fine. I just need to know that.**
10 A Right.
11 **Q Paragraph 46 talks about something that we have already**
12 **discussed this morning, and that's the products that you**
13 **claim competed directly with Allied through the US Tool**
14 **Depot site, and I just want to close that out. The list**
15 **that you gave me is a complete list of competing products.**
16 A Probably not an all-encompassing complete list, but it's an
17 example of the types of products that are competitive.
18 **Q If I asked you -- and you don't have to do it right now --**
19 **through counsel, again, to literally create an exact,**
20 **complete, full list of products that are on US Tool Depot**
21 **website during the seven years, not now; I don't know**
22 **whether it may have changed after the seven years is up,**
23 **but during the seven-year period, literally give me a**
24 **complete list of products that you claim compete directly**
25 **with Allied products, could you do that?**

1 A If Mr. Stone gives us a database export of the products
2 that he had on his website as of the last date of the
3 non-compete period, we could easily indicate which of those
4 products is competitive in nature. Obviously, the nature
5 of a database is that it's a living organism that changes
6 over time.
7 **Q Paragraph 48, you indicate that Mr. Stone made a mistake by**
8 **submitting password reset requests through the Gmail and**
9 **Hotmail accounts. What about that was a mistake?**
10 A A strategic mistake on his part.
11 **Q In what way?**
12 A By him trying to access the QuickBooks file that was on the
13 Gmail Google Drive account. I can't remember his email
14 address off the top of my head, but it was like cl.stony67,
15 maybe something similar to that, @gmail. That email
16 address of his requested access from the Gmail account
17 referenced in here to download the QuickBooks file.
18 **Q What if he wasn't trying to hide anything? The mistake is**
19 **you think he was trying to hide that from you?**
20 A The mistake is that I would not have known the full nature
21 of his deceit had that not occurred.
22 **Q And the full nature of the deceit that you then learned is**
23 **what?**
24 A That, coupled with his retention of the Hotmail, coupled
25 with his e-mailing of customers, is clearly indicative of

1 him utilizing or trying to utilize intellectual property
2 and trade secrets for his own enrichment.
3 **Q With reference to your comment there of emailing customers,**
4 **look to paragraph 50 of the complaint.**
5 A Okay.
6 **Q You make reference to a March 29, '22, email. Is that the**
7 **emailing of customers that you're referencing?**
8 A Not the sole emailing of customers.
9 **Q What other emailing of customers do you have evidence of?**
10 A Customers called us and indicated that he emailed them.
11 **Q What customers?**
12 A I believe that's either mentioned here in the complaint or,
13 if it's not, we may not have wrote them down because this
14 occurred all quite quickly and we didn't really know the
15 scope of what was occurring.
16 **Q Okay. So other than the March 29 email, you don't have any**
17 **documentary evidence of him sending an email to a customer,**
18 **correct?**
19 A No. I think there is one or two more that were submitted
20 either to his New Jersey counsel -- because I believe we
21 did get an email forwarded to us from another customer. It
22 might be the same content, though. So the -- you know, the
23 copy and paste center section may be the same.
24 **Q Okay. So maybe you have one more; maybe this is the only**
25 **one.**

<p>Page 95</p> <p>1 A Yeah, there may be -- correct.</p> <p>2 Q And would you agree with me that that solicitation was made</p> <p>3 after the non-compete -- to the extent it was a</p> <p>4 solicitation email for business, it was during the period</p> <p>5 that he was no longer prevented from competing with Allied;</p> <p>6 is that correct?</p> <p>7 A Yes. March 29th, 2022, is a period after the non-compete</p> <p>8 agreement has expired.</p> <p>9 Q Look forward to paragraph 55 where you claim that Stone</p> <p>10 directly cribbed Allied's intellectual property to create</p> <p>11 xpabrasives.com. What do you mean by the term cribbed?</p> <p>12 A I think that might be a grammatical error on there,</p> <p>13 probably should have meant scraped, meaning he downloaded</p> <p>14 all of the pictures and descriptions and pricing and</p> <p>15 products SKUs from our website to utilize it on his</p> <p>16 website. I think that's probably a spellcheck correction,</p> <p>17 scraped to cribbed.</p> <p>18 Q And by scraped, you mean he literally took -- copy and</p> <p>19 paste?</p> <p>20 A Yes, in a way. So scraped is an IT term. It basically</p> <p>21 means, like, to just download all of the fields of</p> <p>22 something. It's called scraping. Most web developers are</p> <p>23 capable of doing it. Sometimes it's used for analyzing</p> <p>24 competitors like pricing. You may scrape someone's website</p> <p>25 to see they're selling this product for 5 bucks, I'm</p>	<p>Page 97</p> <p>1 maybe US Tool Depot and XP Abrasive.</p> <p>2 Q Is there a reason why you didn't provide that to me?</p> <p>3 A I just remembered that that was done. I'm not -- I'm not</p> <p>4 sure even where it was sourced. We had our web developer</p> <p>5 create a copy of it. If it's still -- I know they sent a</p> <p>6 link, I think, like one of those download links. I don't</p> <p>7 know if that expired. But I think that exists. I think</p> <p>8 that exists and I can look for that, if we still have that.</p> <p>9 Q Paragraph 56 states that Mr. Stone prevented Allied from</p> <p>10 accessing the Hotmail account and Gmail account by changing</p> <p>11 the passwords to those accounts. That's not true with</p> <p>12 respect to the Gmail account, correct?</p> <p>13 A Correct. I think that is incorrect.</p> <p>14 That might have been confusing, my answer there.</p> <p>15 I do -- I believe --</p> <p>16 Q It is confusing, even though I understood what you're</p> <p>17 saying.</p> <p>18 A Yeah. I believe the Gmail account, either password was not</p> <p>19 changed or it was but we were able to change it back to one</p> <p>20 of our passwords. We didn't lose complete access to the</p> <p>21 Gmail account.</p> <p>22 Q Paragraph 62 indicates that Stone acquired your trade</p> <p>23 secrets. What trade secrets are you referring to?</p> <p>24 A Vendor/customer information, product configurations,</p> <p>25 pricing, both vendor pricing and --</p>
<p>Page 96</p> <p>1 selling it for 5.50. I'm overpriced.</p> <p>2 In this scenario here, Mr. Stone actually had the</p> <p>3 words Lehigh Valley Abrasives plastered all over XP</p> <p>4 Abrasives' website. He utilized our name on his website</p> <p>5 with the content, the descriptions of the products, being</p> <p>6 100 percent verbatim exactly from us, and he actually, we</p> <p>7 found, did it from other websites too, including Acme Tools</p> <p>8 and a few others that we've discovered he scraped from</p> <p>9 there to input into his own website.</p> <p>10 Q If I look at his website today, will I see what you're</p> <p>11 talking about?</p> <p>12 A There is still an example or two on his website that</p> <p>13 indicates LVA or some of our metadata that he did correct.</p> <p>14 He tried to remove the words Lehigh Valley Abrasives, and</p> <p>15 that is removed from all but probably a page or two, but</p> <p>16 there is still the letters LVA in some areas, as well as</p> <p>17 the metadata of the pages still has some exact content.</p> <p>18 Q And by that I assume you mean that it's changed from what</p> <p>19 you originally looked at when you filed the complaint.</p> <p>20 A Correct.</p> <p>21 Q Do you have -- did you print a copy of the website that</p> <p>22 contains the scraping that you're making reference to?</p> <p>23 A I believe we actually did download a backup of his website</p> <p>24 to -- I think it's called an offline copy. I believe an</p> <p>25 offline copy of his website was made at that time of both</p>	<p>Page 98</p> <p>1 Q Slow down.</p> <p>2 A Sure.</p> <p>3 Q Vendor --</p> <p>4 A Vendor information.</p> <p>5 Q Okay.</p> <p>6 A Customer information, customer purchase history, customer</p> <p>7 purchasing price, vendor purchasing prices, product</p> <p>8 configurations, amongst other things.</p> <p>9 Q When did he do that?</p> <p>10 A You would have to ask Mr. Stone.</p> <p>11 Q Well, you say he did it so you must know when he did it.</p> <p>12 A We acquired it when he -- at a minimum when he changed the</p> <p>13 passwords back.</p> <p>14 Q Well, he didn't change the password back on Gmail, as we</p> <p>15 indicated, so you're indicating that all these things were</p> <p>16 acquired when he resumed control of the Hotmail account.</p> <p>17 A As well as potentially other time periods.</p> <p>18 Q Well, what -- if it was done during other time periods,</p> <p>19 what was done during these other time periods?</p> <p>20 A Sorry. Let me rephrase that. Not necessarily time</p> <p>21 periods, but other methods. So Hotmail was certainly one</p> <p>22 method. I do not know if the product configurations were</p> <p>23 things that he had downloaded previously and retained</p> <p>24 copies of product configurations, if he got that from</p> <p>25 Hotmail specifically, but I know that he has identical</p>

<p>1 product configurations.</p> <p>2 Q You're going to have to help me out with this one.</p> <p>3 A Sure.</p> <p>4 Q I know what an email account is.</p> <p>5 A Uh-huh.</p> <p>6 Q It has emails.</p> <p>7 A Right.</p> <p>8 Q How does an email have a product configuration in it that</p> <p>9 is Allied's product configuration?</p> <p>10 A Yeah, no problem. So, obviously, we purchased the company,</p> <p>11 intellectual property of the company, trade secrets of the</p> <p>12 property, and that would include the product information</p> <p>13 and configuration of the privately labeled products.</p> <p>14 Lehigh Valley Abrasives as an -- I told you there were</p> <p>15 multiple sources on, like, flap wheels. Another product is</p> <p>16 a flap disc. Flap discs are available in different</p> <p>17 diameters with different nut counts of flaps on them, with</p> <p>18 different materials for those flaps. Those were all things</p> <p>19 that would have been designed and included in the email</p> <p>20 content of that Hotmail account via the conversations that</p> <p>21 were had with the vendors. Mr. Customer, you want to buy a</p> <p>22 flap disc? Yes, I do. Okay, great. How many flaps do you</p> <p>23 want on it? I want this many flaps on it. Great. How</p> <p>24 much material, you know, what material do you want? That</p> <p>25 would all have been, because these were overseas vendors,</p>	<p>Page 99</p> <p>1 A No.</p> <p>2 Q Why is that?</p> <p>3 A Because we formed our own entity called Elite Abrasives to</p> <p>4 manufacture the product domestically. We did use Sundisc</p> <p>5 for a long time until we purchased our own machinery.</p> <p>6 Q Okay. Again going back to 62, you also indicate that he</p> <p>7 took confidential business information. To the extent that</p> <p>8 phrase is intended to mean something different than trade</p> <p>9 secrets, what is it?</p> <p>10 A Trade secrets and confidential business information.</p> <p>11 Q All right. In other words, what I'm saying is, the list</p> <p>12 you gave me as to trade secrets, is that also the same list</p> <p>13 for confidential information?</p> <p>14 A I believe there's probably overlap.</p> <p>15 Q Is there anything distinct under the category of</p> <p>16 confidential business information that would not be</p> <p>17 included in the list of trade secrets?</p> <p>18 A This is probably a Venn diagram of overlap. I believe</p> <p>19 those are both used to be all encompassing of the</p> <p>20 information that he retained. Something may not</p> <p>21 specifically be classified by the UCC definition of trade</p> <p>22 secrets which may be confidential business information.</p> <p>23 Q Sixty-four says that he relied in whole or in part on</p> <p>24 Allied's databases. What databases are you referring to?</p> <p>25 A Well, an email account is a database of emails.</p>
<p>1 all parts of emails that existed in that Hotmail account.</p> <p>2 Q Overseas including Sundisc?</p> <p>3 A Sundisc, yes. Sundisc, Wendt, and some Asian sources as</p> <p>4 well.</p> <p>5 Q So prior to the transaction, Mr. Stone didn't make any</p> <p>6 products at all, right?</p> <p>7 A No, he made no products, correct.</p> <p>8 Q So he's just buying product from -- he's just the middleman</p> <p>9 buying from the manufacturer and selling to the end</p> <p>10 customer, right?</p> <p>11 A No. That's an oversimplification. The product was</p> <p>12 expressly configured. One of the values of Lehigh Valley</p> <p>13 Abrasives is that Mr. Stone engineered a decently</p> <p>14 performing product for the price point so that it was very</p> <p>15 competitive in an online environment at the price. And</p> <p>16 that's what we purchased. We purchased --</p> <p>17 Q Isn't it true Mr. Stone didn't engineer anything? He's not</p> <p>18 an engineer.</p> <p>19 A Well, you don't have to be an engineer to -- okay, maybe</p> <p>20 we'll use the word design. He designed the configuration</p> <p>21 of the product. I believe that his marketing on the page</p> <p>22 even tells that he's an abrasives expert and he designed</p> <p>23 the -- and selected the exact configurations of the product</p> <p>24 and which he's reusing now.</p> <p>25 Q Does Allied sell any Sundisc products?</p>	<p>Page 100</p> <p>1 Q So you're referring to whatever is in the Hotmail account</p> <p>2 is the database that we're talking about here.</p> <p>3 A And the retention that he likely did of our accounting</p> <p>4 files and spreadsheets that would have existed in the</p> <p>5 Hotmail account.</p> <p>6 Q Do you have evidence that there were spreadsheets in the</p> <p>7 Hotmail account?</p> <p>8 A I know there were spreadsheets in the Hotmail account, from</p> <p>9 my own personal -- I don't have evidence because I don't</p> <p>10 have access to it, but --</p> <p>11 Q Well, again, going back to my rudimentary knowledge of what</p> <p>12 an email account is, you're talking about there would be a</p> <p>13 spreadsheet attached to an email.</p> <p>14 A Correct.</p> <p>15 Q And that email, if I'm going to try to find it, would be</p> <p>16 from who to who?</p> <p>17 A From any vendor or any customer that shows this our</p> <p>18 purchase history or this is our product configuration or</p> <p>19 this is our price list, those would be databases that he</p> <p>20 would have retained for a competitive advantage.</p> <p>21 Q And do you have any evidence that he used any of that</p> <p>22 information that you claim that he has to compete against</p> <p>23 Allied during the seven-year period?</p> <p>24 A Yes. The purchase of the flap discs in which he purchased</p> <p>25 and had delivered, as well as his marketing -- well, you</p>

<p>Page 103</p> <p>1 said during the non-competition period.</p> <p>2 Q The seven-year non-compete period.</p> <p>3 A He purchased the flap discs beforehand, and they were</p> <p>4 delivered, I think, shortly after. I can't remember the</p> <p>5 dates on the import records, but -- and, yep, I think I</p> <p>6 answered your question though.</p> <p>7 Q You said about him purchasing a flap disc from a</p> <p>8 manufacturer that I could buy a flap disc from if I felt</p> <p>9 like it.</p> <p>10 A If you wanted to buy tens of thousands of them, you could.</p> <p>11 Q Well, regardless, I could do it, right?</p> <p>12 A Sure, sure.</p> <p>13 Q Nothing -- Allied doesn't have the market on flap discs</p> <p>14 from Sundisc, right?</p> <p>15 A No.</p> <p>16 Q Anybody can buy it.</p> <p>17 A Correct.</p> <p>18 Q And now that Mr. Stone is not prevented from competing with</p> <p>19 Allied, Mr. Stone can do it, right?</p> <p>20 A Certainly, yeah. He can purchase flap discs from Sundisc</p> <p>21 Abrasives.</p> <p>22 Q In fact, since you don't purchase flap discs from them, it</p> <p>23 really doesn't affect you in any way, right?</p> <p>24 A The configuration and the price point and marketing aspects</p> <p>25 of it, that does affect us.</p>	<p>Page 105</p> <p>1 same configuration, that he just used -- created a new</p> <p>2 configuration or bought an off-the-shelf flap disc from</p> <p>3 Sundisc, it's not a problem, right?</p> <p>4 A It may not be a problem on the product configuration side</p> <p>5 of it, but the vendor information and customer information</p> <p>6 is also a trade secret. The sourcing of products is a</p> <p>7 trade secret.</p> <p>8 Q So after the seven-year period was up, you claim that the</p> <p>9 asset purchase agreement prevented Mr. Stone from buying</p> <p>10 from a well-known manufacturer of flap discs because he at</p> <p>11 one time used to buy from them before he sold his company</p> <p>12 to you?</p> <p>13 A They're by far not a well known source of flap discs.</p> <p>14 Q Well, he knew.</p> <p>15 A Right, with confidential business trade secret information.</p> <p>16 He never marketed that anywhere. He didn't market it that</p> <p>17 way because the whole point of having that private label is</p> <p>18 to appear that you are the manufacturer. He didn't</p> <p>19 advertise that these products were sold by Sundisc -- or</p> <p>20 manufactured by Sundisc. Excuse me.</p> <p>21 Q Okay. So your position on that is that even after the</p> <p>22 non-compete period expired, he couldn't use any knowledge</p> <p>23 that he has in his own brain to do anything at all related</p> <p>24 to the business?</p> <p>25 A I think any knowledge that he ever had is probably an</p>
<p>Page 104</p> <p>1 Q Well, the price point is -- Sundisc tells me what they're</p> <p>2 going to sell the flap discs for.</p> <p>3 A They tell you the cost, but they don't tell you what you</p> <p>4 sell it for.</p> <p>5 Q Okay. But in terms of the purchasing side, I can do that;</p> <p>6 anybody can do that. Right?</p> <p>7 A I would guess probably not anyone. It's volume driven.</p> <p>8 You can't, you know, just buy ten from them. You know, if</p> <p>9 you want to buy thousands, sure, they will sell to anyone.</p> <p>10 Q So then price configuration that you have an objection to</p> <p>11 Mr. -- claiming that Mr. Stone did something using your</p> <p>12 secret information --</p> <p>13 A Product configuration.</p> <p>14 Q I thought you said pricing too.</p> <p>15 A Well, yes, but product -- I said product configuration but</p> <p>16 also the pricing strategy.</p> <p>17 Q Okay. So there's a unique configuration of the product</p> <p>18 that Mr. Stone, before he sold the business to you, would</p> <p>19 have configured the product, configured the flap disc --</p> <p>20 A Yes.</p> <p>21 Q -- ordered it from Sundisc, sold it to his customer.</p> <p>22 A Yes.</p> <p>23 Q Okay. So to the extent that he didn't reuse that same</p> <p>24 configuration when he bought, either during or after the</p> <p>25 non-compete period was up, as long as he didn't use that</p>	<p>Page 106</p> <p>1 extreme mischaracterization of it. He could not use</p> <p>2 information that was material in the formation -- in the</p> <p>3 business strategy, which would include vendor and</p> <p>4 configurations, and maybe it's -- maybe it's vendor plus</p> <p>5 configurations that's the issue; maybe it's vendor plus</p> <p>6 configuration plus pricing; maybe it's two of the three.</p> <p>7 But utilizing the information that he sold to me, the</p> <p>8 systems he sold to me, the sources he sold for me for his</p> <p>9 own unjust enrichment is my problem.</p> <p>10 Q Okay. So, to simplify, for example, the non-compete period</p> <p>11 just related to competing, but forever he could not buy</p> <p>12 from any vendor that he used to buy from when he ran Lehigh</p> <p>13 Valley Abrasives before selling it to Allied.</p> <p>14 MR. CASCINI: Objection. That misconstrues the</p> <p>15 prior testimony.</p> <p>16 THE WITNESS: He cannot do it in an unfair way.</p> <p>17 BY MR. LEVASSEUR:</p> <p>18 Q Okay. So let's break it down. You're not claiming that he</p> <p>19 could not buy -- cannot use any of the vendors he used to</p> <p>20 use before he sold the business.</p> <p>21 A No.</p> <p>22 Q Okay. Your claim is he cannot use any of the vendors in an</p> <p>23 unfair way, and your definition of unfair, then, is what?</p> <p>24 A There's probably lots of components to that. It may be</p> <p>25 related to the price level that he receives. For instance,</p>

<p>Page 107</p> <p>1 when you build a new relationship with a vendor, they may</p> <p>2 start you -- because you have low volume, they may give you</p> <p>3 a 20 percent discount. You get a 20 percent discount</p> <p>4 because you're not selling stuff yet. Then you build the</p> <p>5 business up and you start getting a 30 percent or a</p> <p>6 40 percent. You're gaining the knowledge that there's a</p> <p>7 larger discount to be had which lets you set your prices</p> <p>8 very low in order to take advantage of the fact that you</p> <p>9 could prenegotiate the fact that, hey, I used to sell your</p> <p>10 stuff, I used to do this much volume of the stuff, and I</p> <p>11 know that a 40 percent discount exists. So you maybe get</p> <p>12 unfair treatment from your previous relationship with that</p> <p>13 vendor to negotiate a better price point because of the</p> <p>14 knowledge you have that a new person would not be able to</p> <p>15 have or generate, if that makes sense as an example.</p> <p>16 Q Makes sense.</p> <p>17 A Yep.</p> <p>18 Q But you don't have information that that actually occurred.</p> <p>19 A I don't have access to the emails because I have</p> <p>20 insufficient discovery. I do not have a single email that</p> <p>21 he ever sent to any vendor prior to the expiration of the</p> <p>22 non-compete or after. So that was never submitted to us</p> <p>23 for us to review.</p> <p>24 But I do know that he wouldn't be able to sell</p> <p>25 the product at the price point that he's selling it at had</p>	<p>Page 109</p> <p>1 his About Us page on his website that he formed Lehigh</p> <p>2 Valley Abrasives, so he's leveraging our current brand for</p> <p>3 his growth strategy.</p> <p>4 Q So to the extent he didn't leverage anything in getting the</p> <p>5 pricing he got from vendors, then there isn't anything</p> <p>6 wrong on the vendor side; would that be true?</p> <p>7 A I think that's pretty broad. I don't know the nature of</p> <p>8 his communications with his vendors. There are probably</p> <p>9 many scenarios that would be considered an unfair</p> <p>10 competitive advantage, but we have not gotten discovery on</p> <p>11 his.</p> <p>12 Q Well, did you send out subpoenas to the vendors that you</p> <p>13 think are giving him --</p> <p>14 A We sent --</p> <p>15 Q -- discounts?</p> <p>16 A We sent litigation hold notices to vendors.</p> <p>17 Q And do you have any information from any of them back to</p> <p>18 support your theory?</p> <p>19 A Well, first, I -- I'm no legal scholar here, but I believe</p> <p>20 we need to probably exhaust our discovery options first</p> <p>21 before bringing in a third party. I mean, that may not be</p> <p>22 true, but --</p> <p>23 Q Okay. So on the vendor side, the problem is him getting</p> <p>24 good discounts that you think he's not entitled to because</p> <p>25 he's never entitled to get a good discount because he would</p>
<p>Page 108</p> <p>1 he not been able to negotiate a bigger discount than a</p> <p>2 small start-up company would have been able to get. And he</p> <p>3 was a small start-up company, right? He had no sales prior</p> <p>4 to -- that's the contention on XP Abrasives, right, is that</p> <p>5 he didn't sell anything prior to the expiration of the</p> <p>6 non-compete. So the price level that he is selling the</p> <p>7 product for on his website, he would not be able to</p> <p>8 generate that price if he got the standard discount</p> <p>9 afforded to new vendors.</p> <p>10 Q Okay. And you make this assumption merely from the price</p> <p>11 you see him selling his products alone.</p> <p>12 A They would be sold for a loss.</p> <p>13 Q And you are concluding that he got a discount and that it's</p> <p>14 unfair that he would get a discount from a vendor because</p> <p>15 he would be relying, to get that discount, on the prior</p> <p>16 relationships he had with those vendors over the years that</p> <p>17 he's been in business.</p> <p>18 A Certainly --</p> <p>19 Q Is that --</p> <p>20 A -- that's a component of it, yeah. And you can see even</p> <p>21 from the email text that he's leveraging the relationship</p> <p>22 of Lehigh Valley Abrasives. When he sent us that email</p> <p>23 saying you may remember me from Lehigh Valley Abrasives,</p> <p>24 he's leveraging that to build an unfair competitive</p> <p>25 advantage on it. In his email marketing, it still says on</p>	<p>Page 110</p> <p>1 be trading off his relationship that he built up over the</p> <p>2 years before he sold the business to you. That's part of</p> <p>3 the claim.</p> <p>4 MR. CASCINI: Objection. That misconstrues the</p> <p>5 client's prior testimony.</p> <p>6 You can answer if you understand the question,</p> <p>7 Robert.</p> <p>8 THE WITNESS: I did not say he should never get a</p> <p>9 good discount. I said that he was lev- -- that he got</p> <p>10 potentially an unfair competitive advantage by utilizing</p> <p>11 knowledge and information and systems and price lists that</p> <p>12 he retained control of.</p> <p>13 BY MR. LEVASSEUR:</p> <p>14 Q Okay. Name the vendors that you are claiming this unfair</p> <p>15 competitive advantage was gained with.</p> <p>16 A Sundisc, Metabo, VSM, Wendt. You could literally look at</p> <p>17 his brand page. Bessey. Almost every vendor on there is a</p> <p>18 duplicate of the vendors from Lehigh Valley Abrasives.</p> <p>19 There are almost no new vendors with the exclusion of a few</p> <p>20 that he brought on in this veiled attempt to try and</p> <p>21 pretend that US Tool Depot was a non-competing business,</p> <p>22 because the vendor might not be the same but the product</p> <p>23 was.</p> <p>24 Q But you don't have any evidence of that; it's just a</p> <p>25 theory, correct?</p>

<p>Page 111</p> <p>1 A I'd love to get discovery.</p> <p>2 Q Just closing the door on that.</p> <p>3 A Yep.</p> <p>4 Q Right? Am I -- is that accurate?</p> <p>5 A I'm not certain if we have summited anything that shows the</p> <p>6 exact competitive advantage that he has from that.</p> <p>7 Q You --</p> <p>8 A We certainly know that, from -- not from the vendor side of</p> <p>9 stuff, but from the customer side of stuff we certainly</p> <p>10 know and have submitted evidence of his using our customer</p> <p>11 information that he sold to us for his own marketing</p> <p>12 purposes.</p> <p>13 Q Okay. And --</p> <p>14 A So vendors, maybe not, no. Well --</p> <p>15 Q On that end, it's -- even after the seven-year period, your</p> <p>16 contention is that he can't reach out to any of his</p> <p>17 customers that he had before he sold the business to</p> <p>18 Allied --</p> <p>19 A Yes.</p> <p>20 Q -- even after seven years.</p> <p>21 A Absolutely, 100 percent correct.</p> <p>22 Q Understood.</p> <p>23 A Because he wouldn't know who they were had it not been part</p> <p>24 of the customers that we purchased.</p> <p>25 Q So in that respect, the non-compete was forever, not for</p>	<p>Page 113</p> <p>1 A I do not believe they're purchasing from us. I believe</p> <p>2 they're purchasing from him, as that email indicated.</p> <p>3 Q And do you know why they switched from you to him?</p> <p>4 A No.</p> <p>5 Q Do you have records that would indicate the sales volume</p> <p>6 that you used to sell to that customer?</p> <p>7 A Sure.</p> <p>8 Q Do you have any idea off the top of your head?</p> <p>9 A No.</p> <p>10 MR. CASCINI: When we are done with the line of</p> <p>11 questioning, Chris, can we take five?</p> <p>12 MR. LEVASSEUR: Yes.</p> <p>13 (Recess taken from 1:12 PM to 1:26 PM)</p> <p>14 BY MR. LEVASSEUR:</p> <p>15 Q Paragraph 66, you allege that Stone has and will cause</p> <p>16 damages. Have you calculated what those damages are?</p> <p>17 A No.</p> <p>18 Q Have you come to -- do you have any idea what it is the</p> <p>19 damages would be based on?</p> <p>20 A Well, certainly there's the liquidated damages portion, and</p> <p>21 then in addition to that there would be some of the sales</p> <p>22 that he's probably generated via the trade secrets and</p> <p>23 confidential information marketing to our customers, and</p> <p>24 then, obviously, there's, in addition to that, the</p> <p>25 intellectual property usage.</p>
<p>Page 112</p> <p>1 seven years.</p> <p>2 A No, non-compete --</p> <p>3 Q He cannot -- he cannot sell to any customer of Lehigh</p> <p>4 Valley at the time he sold that then becomes an Allied</p> <p>5 customers, he can never sell to those customers again to</p> <p>6 the end of time --</p> <p>7 A No, I don't.</p> <p>8 Q -- not just for seven years?</p> <p>9 A That's not that I'm saying at all. I'm saying the nature</p> <p>10 of his action to mass-market to our customer list is the</p> <p>11 problem. If an independent customer happened to Google his</p> <p>12 name and was unhappy with services from us and reached out</p> <p>13 to him and said, hey, I want to buy from you, that's fine.</p> <p>14 I don't think that there's an issue with that. But I do</p> <p>15 think there's an issue with saying, hey, you used to buy</p> <p>16 flap discs from me when I was at Lehigh Valley Abrasives</p> <p>17 and I know you paid \$1.99 each; why don't you buy them from</p> <p>18 me now at XP Abrasive for 1.99 each and do that en mass to</p> <p>19 our customer list that we purchased that he retained</p> <p>20 control of in the Hotmail.</p> <p>21 Q Do you have any evidence that you lost any customers as a</p> <p>22 result of these activities?</p> <p>23 A Yes. HD Railings was submitted -- one of the few emails</p> <p>24 that was actually submitted was a customer of ours.</p> <p>25 Q And they are no longer a customer?</p>	<p>Page 114</p> <p>1 Q Do you have any information as to any particular sale that</p> <p>2 was completed as a result of using Allied's intellectual</p> <p>3 property or confidential information?</p> <p>4 A No. Mr. Stone retains that information.</p> <p>5 Q In Count II in paragraph 68, you make reference to</p> <p>6 copyrighted information that Allied is the owner of. Do</p> <p>7 you actually have a physical copyright to indicate what is</p> <p>8 protected?</p> <p>9 A I would think you're speaking of like a perfected copyright</p> <p>10 on -- is that -- where you submit an actual copyright for a</p> <p>11 body of work, whether it be a book or an article or a</p> <p>12 photograph?</p> <p>13 Q Yes.</p> <p>14 A No. We did not file actual copyright. It's not ^^pens,</p> <p>15 but that process.</p> <p>16 Q So, currently, no copyright actually exists with respect to</p> <p>17 any Allied information.</p> <p>18 A It's my understanding that there's formal and then there's,</p> <p>19 like, common law copyright, which means we are the original</p> <p>20 source of the information and we retain ownership rights to</p> <p>21 its use.</p> <p>22 Q Are you referring there to information that was created</p> <p>23 after the sale of the company or are you talking about</p> <p>24 information that Mr. Stone created?</p> <p>25 A Both.</p>

<p>Page 115</p> <p>1 Q What -- in terms of information created after, what</p> <p>2 copyrighted information has Mr. Stone taken from you?</p> <p>3 A Photographs. Photographs. And basically everything that</p> <p>4 we referenced earlier, the photographs, the website</p> <p>5 information, the product names, the product descriptions,</p> <p>6 the content of his website and marketing. Not all content,</p> <p>7 of course, but --</p> <p>8 Q In paragraph 74, you're indicating that the harm that he's</p> <p>9 causing by infringing on the copyrights causing irreparable</p> <p>10 harm to Allied. What is that harm that you're referencing</p> <p>11 to paragraph 74?</p> <p>12 A Well, some of that harm would be the way that search</p> <p>13 engines utilize information for search engine ranking.</p> <p>14 Search engines, like Google is an example of a search</p> <p>15 engine, value original content, and if that content is</p> <p>16 duplicated in other areas, the value of that content is</p> <p>17 reduced, and that's challenging to measure how much value</p> <p>18 you've lost in the use of that.</p> <p>19 Q And here we're talking about the photos that you claim</p> <p>20 Mr. Stone took from your website and put it on his own</p> <p>21 website?</p> <p>22 A Photos, descriptions, product titles, configuration of the</p> <p>23 taxonomical structure, correct.</p> <p>24 Q Paragraph 80, we've talked about this a bit, but, again,</p> <p>25 you've indicated that Mr. Stone diverted customers from</p>	<p>Page 117</p> <p>1 to quantify that?</p> <p>2 A Well, since most of Mr. Stone's business has been derived</p> <p>3 from the use of confidential information and trade secrets,</p> <p>4 it would not be a stretch to say that the enterprise value</p> <p>5 of his business is based on the trade secret information</p> <p>6 and confidential information of ours, but we don't have a</p> <p>7 calculation because we don't have adequate discovery.</p> <p>8 Q And using your own records, you don't have any basis for</p> <p>9 presenting -- for making a calculation.</p> <p>10 A Right. I guess I don't know. I don't remember that.</p> <p>11 Q I know that we've lost this customer and a million dollars</p> <p>12 in sales because of what Mr. Stone did to us; you don't</p> <p>13 have anything like that?</p> <p>14 A It would probably be irresponsible to try and attribute a</p> <p>15 loss of a customer without having both sides of that story.</p> <p>16 Because there's loss of customers and then there's loss of</p> <p>17 new customers. We may not get a customer because of his</p> <p>18 use of our information on his website, et cetera, because</p> <p>19 of our diminished SEO value.</p> <p>20 Q Paragraph 96 talks about Mr. Stone using Allied's property</p> <p>21 for purposes of selling products, and the property that</p> <p>22 we're referencing there would I be accurate in saying is</p> <p>23 the trade secret information that you indicated previously</p> <p>24 you believe he took?</p> <p>25 A The trade secret information as well as the copyright</p>
<p>Page 116</p> <p>1 Allied to his own company. Have you compiled a list of</p> <p>2 those customers that he has diverted?</p> <p>3 A No, we've not compiled a list of those customers.</p> <p>4 Q Do you know which customers have been lost to his company?</p> <p>5 A No. We don't have adequate discovery to be able to</p> <p>6 determine what customer -- what people he has sold to that</p> <p>7 would be from our customer list.</p> <p>8 Q So you think this has happened but you don't actually have</p> <p>9 any information to back it up right now.</p> <p>10 A No. We know that Mr. Stone has diverted customers.</p> <p>11 Whether they purchased and the volumes in which they've</p> <p>12 purchased, we don't have that information. Mr. Stone</p> <p>13 retains it.</p> <p>14 Q Okay. As to the customers that you do know have been lost</p> <p>15 to Mr. Stone, who are they?</p> <p>16 A Well, I know HD Railings, and that's the extent of what I</p> <p>17 know he has marketed to because that's the extent of his</p> <p>18 discovery to us.</p> <p>19 Q Got it.</p> <p>20 Again, in paragraph 91, you make references to</p> <p>21 damages caused by Mr. Stone's activities which you alleged</p> <p>22 through Count IV, the misappropriation of trade secrets,</p> <p>23 and, once again, would I be -- would the answer be the</p> <p>24 same, that you don't actually have any calculation of</p> <p>25 damages, you don't have a number, you don't have anything</p>	<p>Page 118</p> <p>1 information, our content that he took, the photos that he</p> <p>2 took, the customer lists that he retained control of, the</p> <p>3 vendor information, the product configuration, et cetera.</p> <p>4 Q Okay. You're aware there's a counterclaim in this case,</p> <p>5 right?</p> <p>6 A I am.</p> <p>7 (Exhibit 3 marked)</p> <p>8 BY MR. LEVASSEUR:</p> <p>9 Q And in that counterclaim, which I'm going to mark as</p> <p>10 Exhibit 3, Mr. Stone has asserted that you're violating</p> <p>11 copyright that he holds --</p> <p>12 A Yep.</p> <p>13 Q -- with respect to pictures that you have on your website.</p> <p>14 A Sure.</p> <p>15 Q And are those the same pictures that you're saying that he</p> <p>16 can't use?</p> <p>17 A No.</p> <p>18 Q Which pictures -- do you have any understanding of which</p> <p>19 pictures on your website Mr. Stone is suing you about?</p> <p>20 A I do. I believe there's like three to five, something like</p> <p>21 that. There's pictures of the flap disc manufacturing</p> <p>22 process.</p> <p>23 Q Did I mark that as 3?</p> <p>24 A Yes.</p> <p>25 (Exhibit 4 marked)</p>

<p>Page 119</p> <p>1 BY MR. LEVASSEUR:</p> <p>2 Q I'm going to hand you what's been marked as Exhibit 4.</p> <p>3 Tell me if you recognize that.</p> <p>4 A No, I don't.</p> <p>5 Q Well, thumb through it a bit because there's more pages.</p> <p>6 Have you ever seen that before?</p> <p>7 A I'm not sure what it is. The formatting is pretty</p> <p>8 terrible, so I don't -- I mean, it appears to be content</p> <p>9 from our website but I'm not sure what the source of it is.</p> <p>10 It's -- it's strange, the way this is formatted.</p> <p>11 Q And let me hand you something else and see if you recognize</p> <p>12 this. Exhibit 5.</p> <p>13 (Exhibit 5 marked)</p> <p>14 THE WITNESS: No, this -- never seen "Put the</p> <p>15 system into dealer mode." I don't think this is related to</p> <p>16 us. I -- there's actually a couple pages in here; I don't</p> <p>17 think this first page has anything to do with us, but these</p> <p>18 are the images.</p> <p>19 BY MR. LEVASSEUR:</p> <p>20 Q Third page -- or the second page?</p> <p>21 A For me it's the second page, these images here, but I don't</p> <p>22 know what this dealer mode stuff is.</p> <p>23 Q Okay.</p> <p>24 A I don't think it's related at all.</p> <p>25 Q Then referencing the second page of Exhibit 5 --</p>	<p>Page 121</p> <p>1 Valley's website before the sale.</p> <p>2 A Right, agree.</p> <p>3 Q And then --</p> <p>4 A And then we bought Lehigh Valley and retained the ownership</p> <p>5 of everything on it.</p> <p>6 Q And then you, after the sale, took them from Lehigh</p> <p>7 Valley's website and put them on Allied's website.</p> <p>8 A Allied doesn't have a website. It's</p> <p>9 lehighvalleyabrasives.com.</p> <p>10 Q Because it's --</p> <p>11 A It's still Lehigh Valley, yes.</p> <p>12 Q If, in fact, Mr. Stone didn't own the rights to those</p> <p>13 photographs at the time he sold the company to you, then</p> <p>14 that would not have been part of the sale, right?</p> <p>15 A That's probably a legal conclusion that I can't quite draw</p> <p>16 for you.</p> <p>17 Q Well, speaking as a layman, would you agree that he</p> <p>18 couldn't sell to you what he doesn't own?</p> <p>19 A Sure, yeah, you can't sell what you don't own.</p> <p>20 Q Okay. And if he now owns those images because he bought</p> <p>21 them from Sundisc or somebody else, then he would have the</p> <p>22 right and not you to have those images on his website.</p> <p>23 Would you agree with me?</p> <p>24 A No, probably not. I think that if you purchase something,</p> <p>25 you purchase all of it, and at a minimum you purchase a</p>
<p>Page 120</p> <p>1 A Says Images U1 --</p> <p>2 Q -- you said you recognize that. What is that?</p> <p>3 A The one that says Images U1, U2, U3 --</p> <p>4 Q Right.</p> <p>5 A -- at the top of it?</p> <p>6 Q Yes.</p> <p>7 A Those are images of the flap disc manufacturing process.</p> <p>8 Q And can those be found on an Allied website?</p> <p>9 A I believe so.</p> <p>10 Q Do you have ownership of those images?</p> <p>11 A Yes. Mr. Stone sold them to us.</p> <p>12 Q Do you know who took those photos?</p> <p>13 A I know who didn't take those photos. Mr. Stone didn't take</p> <p>14 those photos because these are photos from Sundisc in the</p> <p>15 Netherlands. Mr. Stone does not manufacture flap discs nor</p> <p>16 own any equipment to manufacture the flap discs.</p> <p>17 There's one other source that it could be, which</p> <p>18 would be from the flap disc manufacturer, which would be</p> <p>19 called Helmut Weiss and which we own their machines.</p> <p>20 That's what we purchased. So I recognize the machinery,</p> <p>21 but I know that either he didn't take the photos or if he</p> <p>22 did he sold those photos as an asset to us in this asset</p> <p>23 purchase, because he's the one who put them on our website.</p> <p>24 Where else did we get them from?</p> <p>25 Q Well, I think it's accurate to say that they were on Lehigh</p>	<p>Page 122</p> <p>1 license to use it. So I don't know who took the photos or</p> <p>2 the source of the photos, but I think that -- it's a really</p> <p>3 hard leap for me to get to the he owns them and now we</p> <p>4 can't use them when he sold them to us, or maybe he</p> <p>5 misrepresented his ability to sell them to us. That's a</p> <p>6 possibility.</p> <p>7 Q Did you see anywhere in the asset purchase agreement where</p> <p>8 he indicates that he owns the rights to those photographs</p> <p>9 and he is selling them to Allied?</p> <p>10 A I bet we could reference back to the fact that he's selling</p> <p>11 the software and its content. If you'd like to go back to</p> <p>12 the asset purchase agreement, which would say, asset</p> <p>13 purchase agreement, page 1, paragraph 1, Intangibles: The</p> <p>14 name Lehigh Valley Abrasives, telephone numbers, all books,</p> <p>15 records; (e), Software: Sellers' websites, all passwords</p> <p>16 and information needed to operate the websites, the</p> <p>17 databases and hosting accounts, the Google AdWords account,</p> <p>18 customized programming language used for search engine</p> <p>19 optimization. Miscellaneous Items: Software programs,</p> <p>20 software and technical libraries, license agreements, other</p> <p>21 intellectual property. Certainly within these categories</p> <p>22 does the ownership of the content of the websites fall.</p> <p>23 Even it specifically says Intellectual Property, registered</p> <p>24 and unregistered trademark, registered and unregistered</p> <p>25 trade names, formulae and secret and confidential</p>

<p>1 processes. It's quite indicative that if he forgot to 2 copyright it, he still sold it to us. 3 Q Well, he didn't forget to copyright it. He didn't have a 4 copyright because he didn't own it. 5 A So he purchased it -- he purchased it recently? 6 Q In fact, he did. 7 A Okay. 8 Q I can even show you a copy. 9 A Did we receive that in discovery, his purchase, not his -- 10 Q Well, it's registered because he purchased it from Sandisc. 11 A Sundisc? 12 Q Sundisc. 13 A Okay. He purchased the photographs from Sundisc. 14 Q Okay. 15 A Okay. Great. 16 Q After the sale. 17 A Okay. 18 Q So would you agree with me that Allied does not have any 19 right to those photographs? 20 A No, I wouldn't agree with that. 21 Q And that's on the basis that you believe the asset purchase 22 agreement sold you the photo, the images that were owned by 23 Sundisc? 24 A At a minimum -- 25 Q Sundisc?</p>	<p>Page 123</p>	<p>1 Q I don't know if it was a license. He had permission. 2 A Oh, yeah. Maybe a verbal license, then, rather than an 3 explicit written license to use. 4 Q In any event, the owner of the images did not ever provide 5 Allied authority to use them on your website. Would I be 6 accurate in saying that? 7 A I would not know that because I don't know the source. 8 Maybe it was Sundisc. All I know is what I purchased and 9 that was part of what I purchased. 10 Q I'm going to hand you the most resent discovery responses 11 that were provided by Allied in connection with this matter 12 and that's Exhibit 6. 13 (Exhibit 6 marked) 14 MR. LEVASSEUR: Is it 5? 15 MR. CASCINI: Oh, we're on 6. My fault. 16 BY MR. LEVASSEUR: 17 Q I'm going to ask you about some of the answers, so 18 directing your attention to Number 9 where it asks the date 19 that you ceased enjoying unrestricted access, use of, and 20 enjoyment of the Gmail and Hotmail accounts. This is kind 21 of a refresher because I've asked you this date previously. 22 A What page are we on? 23 Q It would be on page 6 and then the answer is on 7. 24 A Okay. 25 Q And that indicates -- first of all, as we clarified today,</p>
<p>1 A Sundisc, Sun, yep. 2 At a minimum, Mr. Stone represented to us that he 3 had a right to sell the assets, and he put them on the 4 website himself or directed them to be put on the website. 5 Q Well, correct, when he was running the business and he had 6 permission to use those photographs from Sundisc, then he 7 put them on the website. 8 A Okay. 9 Q But he didn't own them. He just had permission. 10 A Allegedly. I'm not sure. 11 Q Did Allied get permission from Sundisc after the sale? 12 A No. Why would we? Mr. Stone represented that we had -- 13 what he was selling to us was for our full use as well as 14 transferring the license -- 15 Q Would you agree with me that the asset purchase agreement 16 does not specifically reference the photographs on the 17 website that he never owned at the time of the sale? 18 A No. I would say that the registered and unregistered 19 copyrights, as well as -- I believe it specifically says 20 the use license in here. 21 Q He didn't have a use license. 22 A Well, he certainly had a use license. 23 Q He had permission from the vendor to use the photographs. 24 A He had license from the vendor to use the photographs, 25 right.</p>	<p>Page 124</p>	<p>1 it's just the Hotmail account, not the Gmail account that 2 access was lost, correct? 3 A Yes. That unrestricted access would have been lost, yes. 4 Q And on page 7, we've got a date here, that November 6, 5 2015. Do you agree that's the date that the Hotmail 6 account password was changed or is that -- 7 A Approximately. 8 Q And then Paragraph Number 10 talks about Stone working 9 behind the scenes to compete with Allied, and the 10 supplemental response makes reference to defendant's 11 conduct including interacting with plaintiff's customers in 12 an attempt to take, redirect, reprice, interrupt, or 13 discontinue any facet of the business relationship. We 14 made reference to the March -- I think it's March 29 email 15 that you obtained in terms of Mr. Stone reaching out to a 16 customer. 17 A Uh-huh. 18 Q Is that -- other than that, is there -- are there any 19 documents that would support the answer to Interrogatory 20 Number 10? 21 A Okay. So your -- your question is -- and I just wanted to 22 read this because I know it refers back to this -- the 23 evidence that we have that relates to his use of 24 confidential information and trade secrets? 25 Q Correct.</p>

1 A Okay. Well, I think that the document speaks for itself
2 here, the interrogatories, but we also submitted, I
3 believe, information from the Internet archives that showed
4 the use of, you know, with US Tool Depot, XP Abrasives
5 potentially in there, as well as the discovery which we've
6 not received that would indicate more.
7 **Q So you have a physical document that relates to the**
8 **Internet archives that you're referencing?**
9 A It's a website that's accessible from anyone.
10 **Q Did you ever print it out or -- I don't know what website**
11 **it is, I don't know what you're referring to, so -- and I**
12 **haven't been provided with it, so --**
13 A Yeah.
14 **Q Did you -- are you relying on that --**
15 A I think it's --
16 **Q -- as evidence of some of the claims you've made against**
17 **Mr. Stone?**
18 A Yes, absolutely.
19 **Q Well, you didn't provide it.**
20 A It may be also referred to as Wayback Machine. I'm not
21 sure if you -- if that was referenced anywhere in there,
22 but it's a service, it's like a nonprofit company, that
23 scrapes the web and takes a picture of the web in time,
24 essentially, and there's snippets on there of his websites
25 from before that, I guess, retain the history of the sites.

1 It's not an everyday thing, but --
2 **Q Okay. So you looked at this Wayback Machine but you didn't**
3 **capture any evidence for use in this litigation?**
4 A I know that it's been exchanged with at least New Jersey
5 counsel, and I'm not certain if it's been provided as an
6 exhibit or part of discovery or an attachment, but I know
7 New Jersey counsel has that information. It was provided
8 to them, at least initially in the beginning.
9 **Q Turn to page 8. At the very top you see the reference to**
10 **Defendant's conduct in maintaining control of customer**
11 **lists. I just want to verify again that your testimony**
12 **today is clarified that there is and never was a customer**
13 **list, correct?**
14 A A list of -- is there a defined list of information? I
15 think the word customer list is used a generality to say
16 customer information. It may not necessarily be in a form
17 of an all-encompassing list with every customer's
18 information on it.
19 **Q Interrogatory 11 asks for evidence supporting the claim**
20 **that forming US Tool Depot violated a contractual**
21 **obligation that he owed to Allied, and then the answer is**
22 **fairly generic and just directs defendant to business**
23 **records, correspondence, and documents produced in this**
24 **case. Do you have any ability to narrow that down to a**
25 **particular document that supports the allegations?**

1 A That he violated his contractual obligation to not compete?
2 I mean, the nature of the entity and its activities.
3 **Q So it's the non-compete agreement that you're relying upon**
4 **to support that allegation.**
5 A And his contractual obligation there, yes.
6 It does say any duty, so I want to make sure that
7 we're clear that he has more than just the duty of his
8 non-compete. He also has the duty for the trade secrets
9 and confidential business information. So any duty is the
10 challenge there.
11 US Tool Depot, LLC, also, rather than
12 ustooldepot.com. But US Tool Depot, LLC, is the entity
13 that imported the flap discs from Sundisc. So XP Abrasives
14 did not import that product. US Tool Depo did, per the
15 import records.
16 **Q On paragraph -- Interrogatory 15, you were asked to**
17 **quantify the damages resulting from the allegations of**
18 **paragraph 55 of the complaint. I think we've gone over**
19 **this already, but I just want to verify again because the**
20 **answer provides no number, no quantification of any kind,**
21 **and you, I believe, made it clear today that you have not**
22 **and -- have not quantified any damages that Allied has**
23 **suffered as a result of anything that Mr. Stone has done as**
24 **we sit here today, as of -- from the beginning of time**
25 **until today; is that fair?**

1 A I wouldn't say any damages, because we certainly have
2 quantified the liquidated damages.
3 **Q You mentioned liquidated damages, but not actual calculated**
4 **damages.**
5 A Correct. We have not calculated actual damages.
6 **Q And jumping ahead to Interrogatory 19, the answer would be**
7 **the same with respect to the quantification of damages?**
8 A I'd have to review paragraph 65 of the complaint.
9 You know, I mean, the nature of that is we don't
10 yet have discovery in order to start quantifying that.
11 **Q Well, you certainly have Allied's information, but Allied**
12 **does not have -- can't point to anything that it has**
13 **suffered in the way of financial losses as a result of**
14 **Mr. Stone's conduct. Would that be accurate?**
15 A No, that would not be accurate.
16 **Q Well, then why haven't you quantified the damages when you**
17 **were asked to do so?**
18 A Well, the very nature of a non-compete is that sometimes
19 it's challenging to calculate the damages, which is why
20 Mr. Stone agreed to liquidate the damages of \$250,000.
21 **Q Again -- yes.**
22 A The nature --
23 **Q I'm not referring to liquidated damages. I'm talking about**
24 **actual damages. You have not -- you do not know of any**
25 **actual damages that Allied has suffered as a result of his**

<p>Page 131</p> <p>1 conduct, and so you're relying on the liquidated damages</p> <p>2 provision. Is that accurate?</p> <p>3 A No. We're not solely relying on the liquidated damages.</p> <p>4 We anticipate the release of discovery to help us calculate</p> <p>5 what our actual damages are.</p> <p>6 Q Well, we're almost at the end of discovery.</p> <p>7 A Yeah, I know, unfortunately.</p> <p>8 Q And you, even at this late date and this case has been</p> <p>9 pending for who knows how long and you cannot point to a</p> <p>10 single loss that Allied has suffered as a result of</p> <p>11 something that Christopher Stone has done.</p> <p>12 MR. CASCINI: I'm going to put an objection on</p> <p>13 the record. We asked for the production of those documents</p> <p>14 months and months ago. We have an ongoing dispute about it</p> <p>15 and we're going to settle it in front of a mediator as --</p> <p>16 along with, you know, reviewing any objections therein.</p> <p>17 The reason that we can't do that at this late date is not</p> <p>18 attributable to some failure on our part to go forward to</p> <p>19 try to find them.</p> <p>20 BY MR. LEVASSEUR:</p> <p>21 Q And that is not what I meant to imply, but I would --</p> <p>22 MR. CASCINI: Fair enough.</p> <p>23 BY MR. LEVASSEUR:</p> <p>24 Q -- just indicate that what I'm getting at is that Allied</p> <p>25 itself has nothing that it could point to or use to</p>	<p>Page 133</p> <p>1 put a reasonable 15 percent amount of the transaction sale</p> <p>2 as liquidated damages. It's not exorbitant.</p> <p>3 Q Jumping back to Interrogatory 16, this is something we also</p> <p>4 covered already, I think, and you'll see that the answer to</p> <p>5 identify the trade secrets you allege you converted, you</p> <p>6 gave me a list previously. Is that list that you gave me</p> <p>7 during this deposition when we talked about trade secrets,</p> <p>8 is that the list that you would rely upon in responding to</p> <p>9 Interrogatory 16?</p> <p>10 A Generally speaking, it's an example of the list of</p> <p>11 information, but I'm not sure what he has retained and has</p> <p>12 used because I don't have access to the assets we</p> <p>13 purchased.</p> <p>14 MR. CASCINI: Also, I'm just going to object for</p> <p>15 record, the document speak for itself. We answer in the</p> <p>16 first supplemental response what -- in addition to the</p> <p>17 answer, then, what other trade secrets were converted</p> <p>18 therein. So I suppose the objection is asked and answered</p> <p>19 and the document speaks for itself. I suppose those are</p> <p>20 the two.</p> <p>21 But you can answer any more to the extent that</p> <p>22 you know.</p> <p>23 MR. LEVASSEUR: Well, it's not asked and answered</p> <p>24 in the sense that I'm asking him to clarify that the list</p> <p>25 that he gave me during this deposition is the list -- are</p>
<p>Page 132</p> <p>1 calculate losses that the company has suffered because of</p> <p>2 conduct by Mr. Stone.</p> <p>3 A We could go through our records and find people that we no</p> <p>4 longer do business with and attribute that to Mr. Stone,</p> <p>5 but that would probably be unfair and you would question</p> <p>6 that activity as well. But we don't intend to say that the</p> <p>7 loss -- that every loss of every customer is a result of</p> <p>8 his actions. So that would not be a fair way of doing it.</p> <p>9 We would like to see who he's selling to, do they match up</p> <p>10 with our records, and then there's the intangible aspect,</p> <p>11 the loss of search engine optimization values, the loss of</p> <p>12 new customers through unfair competitive advantages.</p> <p>13 Q And nothing Mr. Stone can give you can quantify damages</p> <p>14 on -- as to those issues, so have you --</p> <p>15 A Yes, they absolutely can. What he can give us can help us</p> <p>16 know what customers of ours he's selling to. That would</p> <p>17 absolutely help quantify.</p> <p>18 Q Well, that you already indicated, but -- the intangibles</p> <p>19 you just referenced.</p> <p>20 A That's why you agree to liquidated damages is because of</p> <p>21 the very nature -- in fact, I believe it says specifically</p> <p>22 that the very nature of some of these disputes are that</p> <p>23 it's challenging to calculate.</p> <p>24 Q Okay. So --</p> <p>25 A So we put a reasonable -- I think it was 15 percent. We</p>	<p>Page 134</p> <p>1 the trade secrets that are referenced in Interrogatory 16.</p> <p>2 I was just asking for a confirmation.</p> <p>3 THE WITNESS: I think the challenge with, you</p> <p>4 know, Question 16 is identify each trade secret, and we</p> <p>5 can't identify each trade secret by the nature of the fact</p> <p>6 that he is the one that studied the relation of those trade</p> <p>7 secrets. He retains it. So our list is an example but not</p> <p>8 exclusive.</p> <p>9 BY MR. LEVASSEUR:</p> <p>10 Q Okay. And to the extent that the list isn't complete, it's</p> <p>11 because you're suggesting that maybe there's more trade</p> <p>12 secrets he has that you don't even know he has.</p> <p>13 A Correct.</p> <p>14 Q Got it.</p> <p>15 In 20, we asked for a copy -- registration of any</p> <p>16 copyright, and I believe we didn't get one, and I think you</p> <p>17 cleared that up in the deposition. I just want to verify</p> <p>18 that it's because there is no registered copyright owned by</p> <p>19 Allied; is that fair to say?</p> <p>20 A Correct, registered, but that does not mean that there are</p> <p>21 not common-law copyright.</p> <p>22 Q Twenty-three is another quantification of damages question,</p> <p>23 and the answer I presume would be the same as to why you</p> <p>24 have not provided any quantification of damages related to</p> <p>25 the allegations of paragraph 81 of the complaint?</p>

<p>Page 135</p> <p>1 A Would you like me to review paragraph 81?</p> <p>2 Q Sure. I'm sure you don't remember, because I don't.</p> <p>3 A No, I do not.</p> <p>4 81 is related to the breach of contract, and I</p> <p>5 believe the breach of contract is related to the</p> <p>6 non-compete agreement, and so at a minimum that is our</p> <p>7 liquidated damages.</p> <p>8 Q You're not -- and you have no evidence other than -- you're</p> <p>9 relying on the liquidated damages provision for the damages</p> <p>10 you're seeking there.</p> <p>11 A Not solely, no.</p> <p>12 Q Okay. But other than liquidated damages, you cannot give</p> <p>13 me any information, you cannot give me a number, you cannot</p> <p>14 support a number, nothing like that today?</p> <p>15 A Not yet.</p> <p>16 Q Now I think we're on 7.</p> <p>17 A Oh, Exhibit 7?</p> <p>18 Q Yes.</p> <p>19 A This is 6, yep.</p> <p>20 (Exhibit 7 marked)</p> <p>21 BY MR. LEVASSEUR:</p> <p>22 Q And I'll hand you Exhibit 7, which is an email exchange</p> <p>23 between you and Mr. Stone from November 24, 2014. If you</p> <p>24 could take a minute to read that, and then I've got a</p> <p>25 couple questions for you.</p>	<p>Page 137</p> <p>1 BY MR. LEVASSEUR:</p> <p>2 Q I'll give you a minute to read Exhibit 8. When you're</p> <p>3 done, let me know.</p> <p>4 A Okay.</p> <p>5 Q Do you agree with me that Mr. Stone was indicating his</p> <p>6 willingness to provide you shared access to his personal</p> <p>7 Hotmail account but not turn over control of the account to</p> <p>8 Allied?</p> <p>9 A You want to reference exactly what --</p> <p>10 Q On the second page:</p> <p>11 "I will give you the password and login and we</p> <p>12 can both access to the account."</p> <p>13 A I think the document says what it says.</p> <p>14 Q So you agree that at that time that was the understanding,</p> <p>15 that --</p> <p>16 A No.</p> <p>17 Q -- he wasn't going to give it to you; he was going to let</p> <p>18 you have access.</p> <p>19 A I believe that's what he said about shared email access,</p> <p>20 but that does not mean that is what my understanding is.</p> <p>21 We purchased the business systems and sources of</p> <p>22 information.</p> <p>23 Q Would you agree with me that you never sent him an email</p> <p>24 declaring that "I own the Hotmail account, give it to me,</p> <p>25 it's mine," nothing to that effect?</p>
<p>Page 136</p> <p>1 A Okay.</p> <p>2 Q So in November of 2014, would you agree with me that you</p> <p>3 were referring to the Hotmail account as Mr. Stone's</p> <p>4 personal account?</p> <p>5 A Yes.</p> <p>6 Q Would you agree with me that in November of 2014 you did</p> <p>7 not make any allegation to Mr. Stone, at least not on this</p> <p>8 day, that you had purchased that account and that he should</p> <p>9 turn it over to you?</p> <p>10 A Can you ask that one more time, because I --</p> <p>11 Q You were not asking him anywhere in this email exchange --</p> <p>12 you were not taking the position anywhere in this email</p> <p>13 exchange that Allied owned that account.</p> <p>14 A No, I did not take that position. It's assumed.</p> <p>15 Q On the bottom of the first page, you indicate:</p> <p>16 "When they are emailed to your personal account,</p> <p>17 forward it to info."</p> <p>18 Can you describe what that means?</p> <p>19 A Yes. So I'm using the word personal here to define the</p> <p>20 difference between a Hotmail or Gmail type account versus a</p> <p>21 corporate or Lehigh Valley Abrasives. So when I say</p> <p>22 forward it to info, I mean info@lehighvalleyabrasives.com,</p> <p>23 which we established at around this time.</p> <p>24 (Exhibit 8 marked)</p> <p>25</p>	<p>Page 138</p> <p>1 A I don't think so, actually. I believe there's an email</p> <p>2 exchange that he specifically turned over access to us.</p> <p>3 Q Well, he didn't give you access, shared access.</p> <p>4 A I don't have shared access now, so he must not have honored</p> <p>5 that.</p> <p>6 Q He gave you shared -- at one point you had access to the</p> <p>7 account, correct?</p> <p>8 A So it's -- yes, I had access to the account.</p> <p>9 Q Okay. Shared access.</p> <p>10 A No. I had sole access.</p> <p>11 Q Because you changed the password.</p> <p>12 A Because we set up the business system, yes, and he did not</p> <p>13 use it for personal. He created a new -- I believe there's</p> <p>14 a new -- there's an email chain that says he's created a</p> <p>15 new email address for personal use somewhere. In fact, I</p> <p>16 think that's the -- not in here.</p> <p>17 Q Well, I've gone through all the emails and all the</p> <p>18 documents that you have produced, and I can't find a single</p> <p>19 email where you make any statement indicating that you</p> <p>20 purchased the account when you bought the company under the</p> <p>21 asset purchase agreement. Would I be missing it or are you</p> <p>22 aware of such an email?</p> <p>23 A You know, I don't know that every single item has to be</p> <p>24 stated when it's already stated in the purchase agreement,</p> <p>25 so I don't know that it needs to be explicitly stated.</p>

<p>Page 139</p> <p>1 There's also -- I understand that I didn't say, no, it's</p> <p>2 not your personal email address in here, because you don't</p> <p>3 have to argue about everything. If he's turning it over,</p> <p>4 he's turning it over. You don't have to make -- there's no</p> <p>5 forward knowledge that he would then later on violate his</p> <p>6 responsibilities that I had to put a stake in the ground at</p> <p>7 that moment and say, no, it's not yours and it's not shared</p> <p>8 access, it's mine. So I didn't do that at that time</p> <p>9 because it's implied in the purchase agreement that I own</p> <p>10 the assets of the company.</p> <p>11 Q Okay. It's implied as you've described but it is not</p> <p>12 stated that he sold you his personal -- using your words --</p> <p>13 his personal Hotmail account. There's nothing in the asset</p> <p>14 purchase agreement where it states that his personal</p> <p>15 Hotmail account is sold to Allied, correct?</p> <p>16 A I believe that's a mischaracterization of how I'm using the</p> <p>17 word personal. I'm using it in this scenario to identify</p> <p>18 the difference between a Lehigh Valley Abrasives-branded</p> <p>19 email account or the clscls email. I'm defining one as</p> <p>20 personal; one is -- I didn't use the word business on the</p> <p>21 other one, but I'm just defining it so that we know which</p> <p>22 email address we're referring to in this email exchange.</p> <p>23 Q And he used it as a personal email account, didn't he?</p> <p>24 A He also used it as the sole business address to</p> <p>25 communicate. There was no other email address he used to</p>	<p>Page 141</p> <p>1 itself.</p> <p>2 THE WITNESS: No, I don't agree with that. I</p> <p>3 think, just because he says something, does not mean that</p> <p>4 that is accurate. He may be changing his intention,</p> <p>5 because lots of -- he may have not realized --</p> <p>6 BY MR. LEVASSEUR:</p> <p>7 Q Would you agree with me that you did not respond to that</p> <p>8 email with any statement to the effect of I own it, I</p> <p>9 bought it when I bought the company, it's in the asset</p> <p>10 purchase agreement, it's mine, nothing to that effect? You</p> <p>11 did not respond to that email with any such statement?</p> <p>12 A I have no idea if I responded to that email. This could</p> <p>13 be, you know, the middle of the chain. It doesn't</p> <p>14 necessarily mean it was the most recent responded-to item.</p> <p>15 Q Well, I'll represent to you that the emails that you</p> <p>16 provided to me, which that's -- I did not edit that email;</p> <p>17 that's the way you gave it to me -- you did not give me any</p> <p>18 response from you indicating that you were advising him</p> <p>19 that you already owned the Hotmail account or anything --</p> <p>20 any words to that effect. Do you have any reason to</p> <p>21 believe that I am missing something?</p> <p>22 A I have no idea. I mean, I think that the documents are</p> <p>23 probably fairly comprehensive. I have no idea whether</p> <p>24 you're missing anything if it exists.</p> <p>25 Q You're not aware of an email to that effect.</p>
<p>Page 140</p> <p>1 communicate with customers besides that email address.</p> <p>2 Q But you would agree with me that that was his personal</p> <p>3 email account for personal matters such as, as he</p> <p>4 referenced in the -- or in the email exchange we just went</p> <p>5 through, church information --</p> <p>6 A Yeah. He used it for that purpose as well, but not -- I</p> <p>7 don't know that that is his sole email address, because I</p> <p>8 know he had other email addresses also.</p> <p>9 (Exhibit 9 marked)</p> <p>10 BY MR. LEVASSEUR:</p> <p>11 Q I'm handing you what's been marked as Exhibit 9. Do you</p> <p>12 recall receiving -- do you recall this email exchange?</p> <p>13 A Yes.</p> <p>14 Q And would you agree with me that Mr. Stone was telling you,</p> <p>15 as late as March 12, 2015, that he, quote/unquote:</p> <p>16 I always told you I would give you access to my</p> <p>17 Hotmail account.</p> <p>18 Access, not --</p> <p>19 A What's the question?</p> <p>20 Q Would you agree with me that he was telling you that late</p> <p>21 that he was only going to give you access; he's not turning</p> <p>22 over ownership of the account to you when he never sold it</p> <p>23 to you.</p> <p>24 A No.</p> <p>25 MR. CASCINI: Objection. The document speaks for</p>	<p>Page 142</p> <p>1 A There are thousands of emails. I'm not aware of every</p> <p>2 email.</p> <p>3 Q And you're not aware of a single email that reflects what</p> <p>4 I'm asking you about.</p> <p>5 A If you can -- no, I'm not aware of -- I'm not -- I think I</p> <p>6 answered the question. No, I'm not aware of a single email</p> <p>7 that explicitly states that, which is what I believe you're</p> <p>8 asking.</p> <p>9 (Exhibit 10 marked)</p> <p>10 BY MR. LEVASSEUR:</p> <p>11 Q I'm now handing you what's been marked as Exhibit</p> <p>12 Number 10, which is the response to the most recent</p> <p>13 document request that your counsel has provided to me.</p> <p>14 A One moment, please.</p> <p>15 I'd like to amend my previous statement that I'm</p> <p>16 not aware of an email that says that. This specific email</p> <p>17 chain here says, "I consider both of those business assets"</p> <p>18 about the email and phone numbers.</p> <p>19 MR. CASCINI: I'm going to indicate my client is</p> <p>20 indicating Exhibit 9, page 3 of that document. The</p> <p>21 document has been marked Exhibit 9 for purposes of this</p> <p>22 deposition.</p> <p>23 THE WITNESS: The bottom underline there. I</p> <p>24 think you missed something, just to go back to that</p> <p>25 question too.</p>

<p>Page 143</p> <p>1 BY MR. LEVASSEUR:</p> <p>2 Q And you indicate:</p> <p>3 "You promised access to the Hotmail account that</p> <p>4 you use for business, and you haven't done that."</p> <p>5 A "I consider them" -- "I consider both of those business</p> <p>6 assets."</p> <p>7 Q Turning to Exhibit 10, I have some questions that we</p> <p>8 probably are not going to want to do the way we would have</p> <p>9 to do it, um, turning to -- go to request Number 5. I have</p> <p>10 a briefcase here that's probably filled with three feet of</p> <p>11 paper --</p> <p>12 A "Produce all documents supporting your allegation in</p> <p>13 paragraph 19 --"</p> <p>14 Q "-- that Lehigh Valley marketed and distributed woodworking</p> <p>15 machinery on or before the sale of Lehigh Valley's assets</p> <p>16 to Allied."</p> <p>17 I will state for the record that the documents</p> <p>18 that have been produced -- and the response is, you're</p> <p>19 referring to documents that were produced previously in</p> <p>20 discovery. I have all those documents with me, and I will</p> <p>21 give you the chance, if you wish to take it, to go through</p> <p>22 them, but I'll reflect or I'll state for the record that</p> <p>23 I've gone through them and there isn't a single document</p> <p>24 that provides any evidence of that specific allegation in</p> <p>25 paragraph 19. So I'm asking you, would you like to look</p>	<p>Page 145</p> <p>1 A Okay.</p> <p>2 Q -- allegation in paragraph 19.</p> <p>3 No documents were produced despite the fact than</p> <p>4 you're relying on the documents that were produced in the,</p> <p>5 you know, in the initial round of discovery production. So</p> <p>6 there isn't anything that relates to paragraph 19. Would</p> <p>7 it be fair to say that, since you didn't give it to me,</p> <p>8 nothing exists, there is nothing?</p> <p>9 A No. I'm not sure what you have in your possession that you</p> <p>10 think that -- I mean, his entire catalog of products is --</p> <p>11 falls into this category.</p> <p>12 Q I know, but you're supposed to give that to me and you</p> <p>13 didn't is what I'm telling you.</p> <p>14 A Okay.</p> <p>15 Q So would you agree with me you did not provide any</p> <p>16 documents that support the allegations of paragraph 19?</p> <p>17 A There were hundreds of documents submitted. I can't --</p> <p>18 Q I know.</p> <p>19 A Yeah, I can't --</p> <p>20 Q Might be thousands.</p> <p>21 A Yeah, I know. I can't -- I can't tell you exactly every</p> <p>22 single item that you have in your possession.</p> <p>23 Q Well --</p> <p>24 A I can review them if you'd like me to see whether or not</p> <p>25 there are documents supporting the allegation.</p>
<p>Page 144</p> <p>1 for them or would you agree with me that you did not</p> <p>2 produce any such documents?</p> <p>3 A So is this an interrogatory? Excuse me for not knowing.</p> <p>4 Q It's a document request.</p> <p>5 A Okay. So it states:</p> <p>6 "Produce all documents supporting your allegation</p> <p>7 in paragraph 19."</p> <p>8 So I'll pause there. And paragraph 19 says:</p> <p>9 "Lehigh Valley marketed and distributed a variety</p> <p>10 of products, primarily including abrasives, power tools,</p> <p>11 stationary metal and woodworking machinery, and tools,</p> <p>12 fixtures, and equipment."</p> <p>13 So that's what paragraph 19 says. Here you're</p> <p>14 asking for Lehigh Valley marketed and distributed</p> <p>15 woodworking machinery, and that's exclusively what you're</p> <p>16 looking for in this request for documentation?</p> <p>17 Q You can read it any way you want, but we can read it more</p> <p>18 broadly to be the exact allegation in paragraph 19.</p> <p>19 A Because that's inclusive of abrasives, power tools, other</p> <p>20 equipment that -- I want to know are you talking --</p> <p>21 Q The broader version --</p> <p>22 A The broad --</p> <p>23 Q -- doesn't matter for purposes of this question.</p> <p>24 A Okay.</p> <p>25 Q Let's go with the broader --</p>	<p>Page 146</p> <p>1 Q Here's what I propose that we do, we not go through</p> <p>2 thousands of pages right now today, and that you go through</p> <p>3 the document production that was provided to me, I think it</p> <p>4 was back in June, and if I'm missing the document that --</p> <p>5 the document or documents that support paragraph 19, pull</p> <p>6 them out, identify them, and your counsel can provide them</p> <p>7 to me that way. Do you understand what I'm saying?</p> <p>8 A I understand the statement you're making. I'm not sure how</p> <p>9 I'm supposed to react to that in a deposition.</p> <p>10 MR. CASCINI: All we're saying is that what we're</p> <p>11 looking for a reassurance that you have all the documents</p> <p>12 that are within our custody or control that are responsive</p> <p>13 to Question Number --</p> <p>14 MR. LEVASSEUR: -- 5.</p> <p>15 MR. CASCINI: -- 5 in your RPDs? You're asking</p> <p>16 for confirmation of that?</p> <p>17 MR. LEVASSEUR: Correct.</p> <p>18 MR. CASCINI: Okay.</p> <p>19 MR. LEVASSEUR: And I'm going to say the same</p> <p>20 thing with respect to every one of these, because it's the</p> <p>21 same thing. I don't have any documents that support the</p> <p>22 Request Number 6 --</p> <p>23 THE WITNESS: There's a quite comprehensive list</p> <p>24 of document exports that were provided to Attorney Muth --</p> <p>25 Muth? Is that how you say his name?</p>

<p>Page 147</p> <p>1 MR. LEVASSEUR: Yes.</p> <p>2 THE WITNESS: -- which would certainly be</p> <p>3 inclusive of the products that were distributed.</p> <p>4 BY MR. LEVASSEUR:</p> <p>5 Q My point being that the answer says that I've already got</p> <p>6 it and it's in this document dump, for lack of a better</p> <p>7 term, but I'm telling you there is nothing.</p> <p>8 A Yeah, I would be highly skeptical that you have no</p> <p>9 information that says that we marketed and distributed all</p> <p>10 these products.</p> <p>11 Q Okay. So can we agree for the sake of saving everyone's</p> <p>12 time that you and your counsel will work together to go</p> <p>13 through this document request, and every time it says that</p> <p>14 it was given to me in that June 6 document production, that</p> <p>15 instead of generically referring to all 60,000 pages or</p> <p>16 whatever it is, that you pull out, with respect to every</p> <p>17 single one of these requests, the actual specific document</p> <p>18 and identify it in some fashion by date or whatever?</p> <p>19 A I know there's also at least one specific email where I</p> <p>20 asked Chris what the categories of products that were sold</p> <p>21 were, which is where the complaint is defined from. There</p> <p>22 is an email chain that says what do you sell, and he says</p> <p>23 abrasives, power tools, et cetera.</p> <p>24 Q That's fine. If that's -- if that is --</p> <p>25 A I know that is in there as well.</p>	<p>Page 149</p> <p>1 Exhibit Number 10?</p> <p>2 A I objectively don't know, because I don't know what all you</p> <p>3 have in your possession for those documents. If --</p> <p>4 Q And that's fair enough.</p> <p>5 A -- I have something or find something, you certainly</p> <p>6 welcome to it. I feel very strongly about our case and I</p> <p>7 don't feel that there's anything to hide at all. Now,</p> <p>8 whether I've provided it all to you or not, that, I don't</p> <p>9 know. The word "all" is such a largely defined word,</p> <p>10 right?</p> <p>11 Q Right. And that's fair enough, and I'm just stating that I</p> <p>12 just want -- it's your allegations, and if there's</p> <p>13 something, a document that supports any of the allegations</p> <p>14 that are in each of these requests in Exhibit Number 10, I</p> <p>15 just want to know specifically what it is.</p> <p>16 A And here would be a challenge with produce all documents</p> <p>17 supporting your allegation that we distributed these items.</p> <p>18 That would be every single invoice the company had ever</p> <p>19 generated. That is a document that supports our allegation</p> <p>20 that we sell abrasives, power tools, et cetera. And every</p> <p>21 online transaction as well.</p> <p>22 MR. CASCINI: Very briefly, Chris, can we just go</p> <p>23 off the record for a moment?</p> <p>24 MR. LEVASSEUR: Yes.</p> <p>25 (Discussion held off the record)</p>
<p>Page 148</p> <p>1 Q If that's the documentation that you have that you are</p> <p>2 producing to me that was responsive to that request, that's</p> <p>3 what I want. I'm asking that you guys do the work and tell</p> <p>4 me what it is, which document, and not just say look in</p> <p>5 this pile of stuff and find it.</p> <p>6 A Okay.</p> <p>7 Q Is that fair?</p> <p>8 MR. CASCINI: And, Mr. LeVasseur, all I want to</p> <p>9 do is I just want to say that we've got a federal rule at</p> <p>10 some point to it. Certainly if there is a legal dispute</p> <p>11 that we have later, that's something that we can work out</p> <p>12 outside of the confines of the deposition, but my client</p> <p>13 doesn't know what discovery obligations are. You can</p> <p>14 always -- and I think that we would both agree we've been</p> <p>15 very responsive with each other in dealing with these</p> <p>16 issues. To the extent you need any additional</p> <p>17 identification, that's something we can talk about after</p> <p>18 the deposition. Now, if you're asking my client if he has</p> <p>19 anything additionally beyond what's already been provided,</p> <p>20 that is something that he can answer.</p> <p>21 BY MR. LEVASSEUR:</p> <p>22 Q We'll, I will ask that question. Is there anything you</p> <p>23 have in addition to the documents that have already been</p> <p>24 provided back in June of last year that support any of the</p> <p>25 allegations in the complaint that were identified in</p>	<p>Page 150</p> <p>1 MR. LEVASSEUR: No further questions.</p> <p>2 (Discussion held off the record)</p> <p>3 EXAMINATION</p> <p>4 BY MR. CASCINI:</p> <p>5 Q Robert, I believe you gave some testimony earlier about</p> <p>6 whether there was a discreet client list in the Hotmail</p> <p>7 account when you had access to it. Do you remember when</p> <p>8 you gave that testimony?</p> <p>9 A Yes.</p> <p>10 Q I believe that the testimony was you weren't aware of any</p> <p>11 client list, any single file, but that client information</p> <p>12 could be assembled from that Hotmail account; is that</p> <p>13 accurate?</p> <p>14 A Yes.</p> <p>15 Q Do you know whether Mr. Stone maintained a copy of some</p> <p>16 sort of discreet or unified client list?</p> <p>17 A No.</p> <p>18 Q You don't know. So he may have, he may not have; it may</p> <p>19 exist, it may not exist. Is that safe to say?</p> <p>20 A Correct.</p> <p>21 Q And, in fact, you asked him if such a client list existed</p> <p>22 via email on March 12 of 2015, didn't you?</p> <p>23 A Yes.</p> <p>24 Q That is, you can find than on Exhibit 9 that's been</p> <p>25 introduced in this deposition on the third page. The</p>

<div>Page 151</div> <div>1 subject of the email is Open Issues. It's quite lengthy.</div> <div>2 That's an email you sent to him at the Hotmail account,</div> <div>3 right?</div> <div>4 A Correct.</div> <div>5 Q Okay. It says in here, when you're saying -- you said,</div> <div>6 about halfway down the page -- this is, again, Exhibit 9 on</div> <div>7 the third page:</div> <div>8 "If you'd like to pursue a judge, go for it.</div> <div>9 Here's a result of what it's going to be."</div> <div>10 And then it says judge, attorney.</div> <div>11 Is that a hypothetical conversation? Are you the</div> <div>12 author of the entirety of this email?</div> <div>13 A Yes.</div> <div>14 Q When you say judge and attorney, are you quoting anybody</div> <div>15 there?</div> <div>16 A No. That's a hypothetical example. He was claiming</div> <div>17 monetary damages for that accounting issue that I was</div> <div>18 mentioning early on in the deposition where he's claiming I</div> <div>19 owe him money and not telling me how much I owe him. And</div> <div>20 I'm telling him, yeah, we're going through the accounting.</div> <div>21 Q So when you write here:</div> <div>22 "I've always lived to up to my commitments to</div> <div>23 you. The opposite isn't true. You promised access to the</div> <div>24 Hotmail account that you used for business, and haven't</div> <div>25 done it. The same with the cell number. I consider both</div>	<div>Page 153</div> <div>1 A I think I said, like, customer behavior manipulation. I</div> <div>2 want them to use the new account. So telling someone we're</div> <div>3 not going to get your order if you send it here is a way of</div> <div>4 making them take action, because it's challenging to</div> <div>5 monitor multiple sources of emails and enter them, and</div> <div>6 especially when it's not controlled by a domain and a</div> <div>7 service like a Microsoft Exchange that can parse its way</div> <div>8 out to Outlook easier.</div> <div>9 Q I understand. So it was said as a means of driving more</div> <div>10 business to the official Lehigh Valley accounts, but you</div> <div>11 were still monitoring the Hotmail account at that time.</div> <div>12 A Correct. Not everyone does what you ask of them.</div> <div>13 Q You mentioned that there was a transition period wherein,</div> <div>14 after the sale was completed, where he told you you needed</div> <div>15 shared access, he still had personal information in the</div> <div>16 Hotmail account, correct?</div> <div>17 A Correct.</div> <div>18 Q And I believe that we saw emails that -- from that time</div> <div>19 that documented those kinds of exchanges, right?</div> <div>20 A Correct.</div> <div>21 Q You also mentioned that you saw evidence he was processing</div> <div>22 orders during the period of time he was acting as a</div> <div>23 consultant for Lehigh Valley, emails that were coming into</div> <div>24 the Hotmail account; is that right?</div> <div>25 A Correct.</div>
<div>Page 152</div> <div>1 of those business assets."</div> <div>2 That's -- you are writing those words.</div> <div>3 A I am.</div> <div>4 Q Correct?</div> <div>5 A Correct.</div> <div>6 Q You mentioned earlier that at one point in time -- strike</div> <div>7 that.</div> <div>8 You mentioned earlier that the Hotmail account</div> <div>9 had numerous email forwarding set up over time, right? You</div> <div>10 said there were a couple of transition periods; is that</div> <div>11 correct?</div> <div>12 A Yes.</div> <div>13 Q And you mentioned at one point that there was a message</div> <div>14 saying that the email address is no longer monitored</div> <div>15 directing customers to send an email to Lehigh Valley</div> <div>16 branded email addresses; is that correct?</div> <div>17 A Yes.</div> <div>18 Q When you said that that was something -- I believe the</div> <div>19 quote that I have written down here is it's a tactic of</div> <div>20 sales manipulation.</div> <div>21 Was it truly unmonitored at any time when you had</div> <div>22 access to it?</div> <div>23 A No.</div> <div>24 Q So what does the term sales manipulation mean, then, in</div> <div>25 this context?</div>	<div>Page 154</div> <div>1 Q Do you know if every time he received an email he either,</div> <div>2 one, entered it into QuickBooks or the BigCommerce site or,</div> <div>3 two, forwarded those emails to your official sales account?</div> <div>4 Do you know if every time he did that he did one of those</div> <div>5 two things?</div> <div>6 A No, I don't know with specify that he did.</div> <div>7 Q It's possible he did; it's possible he didn't?</div> <div>8 A Correct.</div> <div>9 Q We had a lot of testimony about invoicing and the process</div> <div>10 by which invoices are generated. Were the invoices</div> <div>11 generated by the Hotmail account?</div> <div>12 A No. I mean, email accounts don't generate anything.</div> <div>13 They're just used to transfer information.</div> <div>14 Q And I promise it wasn't a trick question. There's nothing</div> <div>15 special about -- I don't have a Hotmail account. There's</div> <div>16 nothing special about a Hotmail account by which an invoice</div> <div>17 can be generated through that information, right?</div> <div>18 A Not unless you had a Word document or an Excel document. I</div> <div>19 mean, Hotmail is a Microsoft product, so you could have a</div> <div>20 Word document or you could have an Excel document that</div> <div>21 you'd use for invoicing stored on like your -- I think</div> <div>22 Microsoft calls it OneDrive now. I don't know what they</div> <div>23 called it at the time, but -- you could, but that's -- I</div> <div>24 don't think that was the general business practice.</div> <div>25 Q Okay. Did Allied Industrial -- did you or did your company</div>

<p>Page 155</p> <p>1 ever generate invoices using some native feature of</p> <p>2 Hotmail?</p> <p>3 A No.</p> <p>4 Q Okay. And I believe you gave testimony that invoices were</p> <p>5 generated for the sales that were made at least after you</p> <p>6 acquired the company; is that correct?</p> <p>7 A Yes, within a period of time. There may have been -- there</p> <p>8 was a lot of disorganization that took a long time to clean</p> <p>9 up, a long time. I think I even indicated that here in</p> <p>10 Exhibit 9 in that email exchange.</p> <p>11 Q Okay. After some transition period of time, though, is it</p> <p>12 safe to say that every sale made was going to generate an</p> <p>13 invoice?</p> <p>14 A Yes.</p> <p>15 Q Would those invoices reflect the source of the sale? And</p> <p>16 by the term source of the sale, what I mean is, will it</p> <p>17 show whether it was received by email, fax, phone, somebody</p> <p>18 coming into the office, a personal connection; will it show</p> <p>19 what the source of the sale was?</p> <p>20 A No.</p> <p>21 Q Mr. Shindorf, are you a lawyer?</p> <p>22 A No.</p> <p>23 Q I can ask you what the layperson's definition is of a trade</p> <p>24 secret, but do you know how the term trade secret is</p> <p>25 defined under the Defend Trade Secrets Act with</p>	<p>Page 157</p> <p>1 negotiating the price, designing the artwork, you know,</p> <p>2 specifying the configuration, it all occurs prior to even</p> <p>3 purchasing or shipping or the manufacturing of that</p> <p>4 product. It would all be a violation of the non-compete</p> <p>5 agreement.</p> <p>6 Q And that's based on your lay understanding of what you</p> <p>7 interpret the non-compete you signed with Stone meant?</p> <p>8 A Absolutely, and my virtual expert-level knowledge at this</p> <p>9 point of the manufacturing process and the cycle and period</p> <p>10 of time it takes between wanting to buy something,</p> <p>11 designing it, purchasing it, it being manufactured, then it</p> <p>12 being shipped over on a boat for multiple weeks is a long</p> <p>13 period of time.</p> <p>14 Q Okay. And when you reference the long period of time, are</p> <p>15 you saying that if you knew that the import record</p> <p>16 indicates that they were made during the non-compete</p> <p>17 period, those steps were likely taken far in advance of</p> <p>18 that?</p> <p>19 A Yeah. You can't buy a product that you want a special</p> <p>20 label put on if you don't have the label to put on the</p> <p>21 product --</p> <p>22 Q Okay.</p> <p>23 A -- which would have occurred beforehand.</p> <p>24 Q Approximately, using Allied Industrial's business</p> <p>25 practices, how long would you have to perform that process</p>
<p>Page 156</p> <p>1 specificity?</p> <p>2 A No.</p> <p>3 Q Do you know how the term trade secret is defined by the</p> <p>4 Michigan Uniform Trade Secrets Act with specificity?</p> <p>5 A No.</p> <p>6 Q Based on your lay understand of the term trade secret, can</p> <p>7 customers lists sometimes potentially be a trade secret?</p> <p>8 A Absolutely.</p> <p>9 Q Can vendor information sometimes potentially be a trade</p> <p>10 secret?</p> <p>11 A Absolutely.</p> <p>12 Q Can sales and pricing information sometimes be considered a</p> <p>13 trade secret?</p> <p>14 A Absolutely.</p> <p>15 Q You were asked a lot of questions about flap discs that</p> <p>16 were imported by US Tool Depot prior to the expiration of</p> <p>17 the non-compete. Do you remember giving testimony about</p> <p>18 that?</p> <p>19 A Yes.</p> <p>20 Q In your view, under the terms of the non-compete, under</p> <p>21 your lay understanding of the terms of the non-compete that</p> <p>22 we've gone over many times, is making an effort to invest</p> <p>23 in inventory that may later be sold, is that competitive</p> <p>24 activity?</p> <p>25 A Yes. And even further back than that, the act of</p>	<p>Page 158</p> <p>1 before you would be ready to import a product?</p> <p>2 A Six to 12 months.</p> <p>3 Q All right. I know that there's a dispute -- there may be a</p> <p>4 dispute of fact about this in the case, but I believe your</p> <p>5 testimony was you purchased the Hotmail and the Gmail</p> <p>6 accounts, as those terms have been defined in this case,</p> <p>7 when you purchased Lehigh Valley's assets in October of</p> <p>8 2014, right?</p> <p>9 A Correct.</p> <p>10 Q And I also believe you gave testimony you didn't get access</p> <p>11 to them, unilateral access to them, right away, that you</p> <p>12 spent some time because he said he had personal emails in</p> <p>13 the Hotmail account, right?</p> <p>14 A Correct.</p> <p>15 Q And I believe that you said that you didn't file a lawsuit</p> <p>16 right away at that point in time, right?</p> <p>17 A Correct.</p> <p>18 Q I believe you gave testimony that you could have but you</p> <p>19 decided, hey, I'm not going to file a lawsuit over that</p> <p>20 particular issue right now?</p> <p>21 A It's best to try to work with someone if you can, and if</p> <p>22 he's doing his part of entering the orders and passing</p> <p>23 along the information and responding to things, then that's</p> <p>24 probably good enough so long as we get our asset in the</p> <p>25 end.</p>

<p>Page 159</p> <p>1 Q Okay. And that three-month period -- I think you gave</p> <p>2 testimony that that that personal-use period where there</p> <p>3 was mutual sharing, I believe you said that was about three</p> <p>4 months long?</p> <p>5 A I think it's longer than that, now, looking at Exhibit 9</p> <p>6 here again in which Mr. Stone indicates:</p> <p>7 "Monday I will no longer be working for Lehigh</p> <p>8 Valley Abrasives and I will give you access to that</p> <p>9 account."</p> <p>10 And the date on that email was March 12, 2015.</p> <p>11 Q Okay.</p> <p>12 A So his --</p> <p>13 Q So that's about five months after the acquisition.</p> <p>14 A October, November, December, plus -- yeah, so five to six</p> <p>15 months almost.</p> <p>16 Q The three month that you testified to earlier, was that an</p> <p>17 estimate?</p> <p>18 A Yes.</p> <p>19 Q You executed the settlement agreement that is Exhibit 2 on</p> <p>20 what date?</p> <p>21 A The effective date is August 5. The execution date does</p> <p>22 not necessarily -- is not indicated necessarily on here in</p> <p>23 case it was plus or minus, but on or around August 5th.</p> <p>24 Q Okay. The three-month period where you may have shared</p> <p>25 access and you decided not to pursue a lawsuit, that</p>	<p>Page 161</p> <p>1 account, and at that point in time that email would</p> <p>2 auto-forward to sales@lehighvalleyabrasives.com, and they</p> <p>3 would also receive an auto reply saying, hey, please start</p> <p>4 using sales@lehighvalleyabrasives.com. So there were sort</p> <p>5 of two activities that occurred for a period of time, and</p> <p>6 then we reduced it to one activity, which was them</p> <p>7 receiving the email saying we're not monitoring this</p> <p>8 anymore, please send them to sales, because as the number</p> <p>9 of orders trickled down, we're forwarding junk mail, so it</p> <p>10 made sense to eliminate that. And there was -- there were</p> <p>11 still things going into the Hotmail account at that time.</p> <p>12 Q Is it safe to say, despite the fact that there's an auto</p> <p>13 reply sent, that there's going to be a record on the</p> <p>14 Hotmail side of the forwarded message being sent and a</p> <p>15 record, at least at some time, on the Allied side of the</p> <p>16 message being received?</p> <p>17 A There should be on forwarding. I don't know that auto</p> <p>18 replies are always kept in, like, the sent folder, but I</p> <p>19 think -- but I believe forwards should have that</p> <p>20 information.</p> <p>21 Q And with these questions, I'm only asking you about the</p> <p>22 forwarded emails.</p> <p>23 During the period of time when you had access to</p> <p>24 the Hotmail account, did you ever delete any emails from</p> <p>25 the Hotmail account inbox or sent folders?</p>
<p>Page 160</p> <p>1 occurred prior to this date, August 5, correct?</p> <p>2 A Correct.</p> <p>3 Q Did he change his password, thus denying you access, before</p> <p>4 or after that August 5 date? In other words, when were you</p> <p>5 cut out of the Hotmail account completely?</p> <p>6 A After August of 2015.</p> <p>7 Q We spent quite a while on the subject of a period of time</p> <p>8 wherein emails were forwarded from the Hotmail account to</p> <p>9 the Allied account. Do you remember giving testimony about</p> <p>10 that?</p> <p>11 A Yes.</p> <p>12 Q That was during a period of time where you were trying to</p> <p>13 make sure, hey, there's not stuff going into the Hotmail</p> <p>14 account, sales information that we're missing. Is that</p> <p>15 safe to say?</p> <p>16 A Correct.</p> <p>17 Q So it's going from the Hotmail account to the Allied side,</p> <p>18 right?</p> <p>19 A Correct.</p> <p>20 Q Emails originated from a third-party, comes into the</p> <p>21 Hotmail account, and then the auto email sent from the</p> <p>22 Hotmail to the Lehigh Valley account, right -- or the</p> <p>23 Allied account, right?</p> <p>24 A Yes. Maybe to be more specific on it, a customer or vendor</p> <p>25 or potential customer could have emailed the Hotmail</p>	<p>Page 162</p> <p>1 A Definitely.</p> <p>2 Q And what kinds of content would you delete during that</p> <p>3 time?</p> <p>4 A Irrelevant content that wasn't related to the business,</p> <p>5 whether it was a junk mail, you know, a solicitation from</p> <p>6 Amazon.com or, you know, some other online retailer,</p> <p>7 general garbage, you know, that everyone gets about Viagra</p> <p>8 pills for sale or, you know, all that crap junk that goes</p> <p>9 to those.</p> <p>10 Q Did Stone ever complain, hey, you're deleting emails from</p> <p>11 my account?</p> <p>12 A Never.</p> <p>13 Q Did you ever delete from the sent email box of the Hotmail</p> <p>14 account records of the forwarded emails to Allied?</p> <p>15 A I don't believe so.</p> <p>16 Q And Stone controls that Hotmail account now, right?</p> <p>17 A Yes.</p> <p>18 Q We've had lots of testimony about that, and I think that --</p> <p>19 I think the opposing party admits that he controls it now,</p> <p>20 right?</p> <p>21 A I wouldn't want to confirm that the opposing party agrees</p> <p>22 with that, but --</p> <p>23 Q Fair enough. And, actually, let me rephrase that question.</p> <p>24 I believe that -- your understanding is Stone</p> <p>25 controls that email address now.</p>

<p>Page 163</p> <p>1 A Yes.</p> <p>2 Q Okay.</p> <p>3 A I do want to put a caveat on there that, when you say you,</p> <p>4 meaning I'm answering for me as an individual, but there is</p> <p>5 always the chance that there's one of --</p> <p>6 Q And you've got my next --</p> <p>7 A -- 15 different people who also had access to those things.</p> <p>8 Q And that's exactly where I was going next. Did you ever</p> <p>9 order anyone to delete any of the sent forwarded emails</p> <p>10 from Hotmail to Allied on the Hotmail side?</p> <p>11 A No. We have a policy where we try not to delete</p> <p>12 information unless your mail file is getting too big</p> <p>13 because that information -- we live in the information age,</p> <p>14 and information is value and money.</p> <p>15 Q Okay. So Stone controls the Hotmail account now, right?</p> <p>16 A Yes.</p> <p>17 Q Would it then be safe to say either Stone currently has</p> <p>18 records of those forwarded emails in his Hotmail account,</p> <p>19 or he was the one who deleted them?</p> <p>20 A Yes.</p> <p>21 MR. LEVASSEUR: Objection, calls for speculation.</p> <p>22 BY MR. CASCINI:</p> <p>23 Q Can you think of any other means by which documents</p> <p>24 wouldn't be in there?</p> <p>25 A No.</p>	<p>Page 165</p> <p>1 certainty that he -- that that's how our company email</p> <p>2 address got into his marketing. The only source for it</p> <p>3 would have been the Hotmail account.</p> <p>4 Q You gave some testimony about Sundisc and products</p> <p>5 manufactured by Sundisc. Tell me more about the</p> <p>6 background. What is Sundisc?</p> <p>7 A Sundisc is an abrasives manufacturer, and they are almost</p> <p>8 exclusively a private-label company.</p> <p>9 Q Okay.</p> <p>10 A And what I mean by that is they make products for other</p> <p>11 people to put their name on for resale. So they're a</p> <p>12 behind-the-scenes supplier of product. And they actually</p> <p>13 make product for some major international companies like</p> <p>14 DeWalt, I think is one of their customers, which is a</p> <p>15 pretty big contract to then -- it may not be DeWalt</p> <p>16 anymore, but they make -- for large organizations, they're</p> <p>17 the behind-the-scenes private-label manufacturer.</p> <p>18 Q Did you ever purchase products from Sundisc for</p> <p>19 private-label use after you acquired the -- after you</p> <p>20 acquired Lehigh Valley's assets in October of 2014?</p> <p>21 A Yes.</p> <p>22 Q And how long did you purchase from Sundisc for? How long</p> <p>23 did they remain a vendor?</p> <p>24 A Multiple years.</p> <p>25 Q You said at some point they transitioned away from being a</p>
<p>Page 164</p> <p>1 Well, there would -- there might be another</p> <p>2 method, potentially. If Stone is using a third-party</p> <p>3 mailing system, like a Klaviyo or Constant Contact or</p> <p>4 Mailchimp, you can export all of your records, basically</p> <p>5 the sent-to people, and create a database of who I sent</p> <p>6 emails to and then put that into, like, a Constant Contact</p> <p>7 or a Klaviyo or a Mailchimp, then those emails would then</p> <p>8 be sent from that service rather than from Hotmail. I</p> <p>9 think the email that we received to our Allied or Lehigh</p> <p>10 address came from his xpabrasives.com account, not from the</p> <p>11 Hotmail account. And so he would have exported that list</p> <p>12 of customer information from Hotmail, because we never</p> <p>13 interacted with XP Abrasives and didn't know it existed</p> <p>14 until he sent us that email. So the only way that would be</p> <p>15 in the database would be exporting the customers from</p> <p>16 Hotmail and importing them into another marketing service</p> <p>17 like Constant Contact or Mail Chimp.</p> <p>18 Q Okay. I'm just asking, however, about the forwarded emails</p> <p>19 that went from the Hotmail account to the Allied account</p> <p>20 during the transition period you gave testimony about</p> <p>21 before. Do you have any reason to believe that, after</p> <p>22 Mr. Stone acquired unilateral access to the Hotmail</p> <p>23 account, that he did any of those things you've just</p> <p>24 described? Do you know whether or not he did?</p> <p>25 A I'm reasonably certain he did, but I don't know with</p>	<p>Page 166</p> <p>1 vendor, but they were a vendor during the non-competition</p> <p>2 period here?</p> <p>3 A Absolutely.</p> <p>4 Q Why did you negotiate a liquidated damages clause into --</p> <p>5 Well, actually, let me step back.</p> <p>6 Do you remember how the liquidated damages clause</p> <p>7 was inserted into the non-compete? Who proposed it; do you</p> <p>8 remember?</p> <p>9 A Yeah. It was a mutually agreed upon clause of the</p> <p>10 non-compete. When you're dealing with intangibles, it's</p> <p>11 hard to prove exact figures on things, and it is a</p> <p>12 relatively standard clause in which he agreed to, I agreed</p> <p>13 to, his attorney vetted, my attorney vetted, and we both</p> <p>14 came to the conclusion that \$250,000 was a reasonable and</p> <p>15 fair amount as a liquidated damage should he violate the</p> <p>16 non-compete.</p> <p>17 Q And that was -- your intent in negotiating it was you</p> <p>18 thought there may be a chance it would be difficult to</p> <p>19 calculate damages if he were to violate the non-compete; is</p> <p>20 that right?</p> <p>21 A Absolutely.</p> <p>22 MR. CASCINI: Mr. Shindorf, I have nothing</p> <p>23 further for you.</p> <p>24</p> <p>25</p>

<p>1 RE-EXAMINATION Page 167</p> <p>2 BY MR. LEVASSEUR:</p> <p>3 Q Two questions. Number one, can you explain to me how</p> <p>4 Allied would be harmed by Mr. Stone purchasing product from</p> <p>5 a vendor that Allied no longer uses?</p> <p>6 A Absolutely. It's Allied, via Lehigh Valley Abrasives, had</p> <p>7 a distinct product line with a specific configuration that</p> <p>8 he copied. And though the source, the vendor, is not the</p> <p>9 same anymore, the configuration and price point of the</p> <p>10 product is.</p> <p>11 Q So it's the configuration and the price point, not the</p> <p>12 vendor itself, that you have an issue with.</p> <p>13 A I have an issue with all of it.</p> <p>14 Q Well, let's talk about the vendor identity itself. If</p> <p>15 Allied doesn't use a vendor anymore, how does it hurt you</p> <p>16 if somebody else uses that vendor?</p> <p>17 A Because it's more competition. When you don't know --</p> <p>18 when -- it's not market knowledge that Sundisc exists.</p> <p>19 They are a behind-the-scenes supplier. You could find them</p> <p>20 on the Internet, but not without market knowledge, and that</p> <p>21 is an issue.</p> <p>22 Q Well, Sundisc's existence is not a secret, is it?</p> <p>23 A Define secret.</p> <p>24 Q It's not something hidden from the general public.</p> <p>25 A Absolutely. It is hidden who the manufacturer is of the</p>	<p>1 harmed by it. Page 169</p> <p>2 Q It's not apples and oranges.</p> <p>3 A It is. It's the configuration of our product and where we</p> <p>4 get the ability get that product configured that way.</p> <p>5 Q Well, the apple to apple would be he knows that Coca-Cola</p> <p>6 exists and he knows that Sundisc exists. How does his</p> <p>7 knowledge that Coca-Cola exists harm Allied?</p> <p>8 A It is not well known where the source of private-labeled</p> <p>9 information -- private-labeled abrasives come from. It's</p> <p>10 not well known. And that's information we purchased. We</p> <p>11 purchased an easier sourcing method than figuring it out on</p> <p>12 our own. Figuring it out on your own takes time and money.</p> <p>13 Q Okay. Well --</p> <p>14 A He jumped-skipped -- he jumped that by using our</p> <p>15 information.</p> <p>16 Q Well --</p> <p>17 A Sorry. I didn't mean to talk over you.</p> <p>18 Q He didn't use your information to learn that. He learned</p> <p>19 that long before Allied purchased his company.</p> <p>20 A And he sold the information to me.</p> <p>21 Q Okay. So your contention is that he sold information that</p> <p>22 was publicly available should he care to relearn it, but he</p> <p>23 didn't have to relearn it because he already knew it,</p> <p>24 meaning the existence of a company that -- in Holland or</p> <p>25 the Netherlands. Is that what your position is, that he</p>
<p>1 product when you put your label on it. That is the Page 168</p> <p>2 definition of private label.</p> <p>3 Q Well, in Mr. Stone's case, having worked in this industry</p> <p>4 his entire life --</p> <p>5 A That's not true. He did not work in this industry his</p> <p>6 entire life.</p> <p>7 Q Well, a big part of his life, for at least 20-plus years.</p> <p>8 A No, no. Mr. Stone owned Lehigh Valley Abrasives for a</p> <p>9 period of -- five to seven years?</p> <p>10 Q Okay. That's fine. Your position is that the existence of</p> <p>11 the vendor is a secret that even though Mr. Stone already</p> <p>12 knew, learned, through the course of him conducting</p> <p>13 business through a company he created, that that became a</p> <p>14 secret, a trade secret that Allied owned and Mr. Stone</p> <p>15 could never use again, just the existence itself of that</p> <p>16 vendor. Is that your testimony?</p> <p>17 MR. CASCINI: Object, asked and answered.</p> <p>18 But you can answer if you know, Robert.</p> <p>19 BY MR. LEVASSEUR:</p> <p>20 Q Yes or no?</p> <p>21 A Vendor sources are a trade secret, in my opinion. It's not</p> <p>22 a legal conclusion, but vendor sources are important.</p> <p>23 Q Okay. And how did Allied -- how was Allied hurt by</p> <p>24 Mr. Stone knowing that Sundisc exists?</p> <p>25 A If Coca-Cola's formula was released, Coca-Cola would be</p>	<p>1 could never, ever use that company again to do anything Page 170</p> <p>2 because he used to do business with them and then you</p> <p>3 bought his company.</p> <p>4 A I think a company like Sundisc is a lot different than a</p> <p>5 general market brand. Like another brand that exists is</p> <p>6 called Metabo that he sells currently and we sell. The</p> <p>7 existence of the brand Metabo is not a secret. The fact</p> <p>8 that Metabo sources some of their product from Sundisc also</p> <p>9 and from Bullard Abrasives and a number of other sources</p> <p>10 actually is important information that is not market</p> <p>11 knowledge.</p> <p>12 The source of the private labeling is important</p> <p>13 because it's a barrier of entry for new companies, and a</p> <p>14 barrier of entry absolutely helps someone grow or not grow,</p> <p>15 being able to jump those barriers.</p> <p>16 Q Is Allied located in Grand Rapids?</p> <p>17 A Yeah.</p> <p>18 Q Do you have any other locations?</p> <p>19 A No. Like physical, like where we warehouse our goods?</p> <p>20 Q Where is the company?</p> <p>21 A We're an Internet-based entity, so we service people in</p> <p>22 Michigan, Indiana, Ohio, Canada.</p> <p>23 Q I didn't ask you where you service; I asked where you're</p> <p>24 located.</p> <p>25 A Our warehouse is in Grand Rapids.</p>

1	Q Do you have offices?	Page 171	
2	A Yes, in Grand Rapids.		
3	Q Do you have any other location other than the Grand Rapids		
4	location?		
5	A Where we have people or product?		
6	Q Where you have an office.		
7	A No. We have no other office than Grand Rapids.		
8	MR. LEVASSEUR: No further questions.		
9	MR. CASCINI: Nothing for me either.		
10	(Proceedings concluded at about 3:09 PM)		
11	(Signature of witness waived)		
12			
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1	***	Page 172	
2	CERTIFICATE OF REPORTER		
3			
4	STATE OF MICHIGAN)		
5) SS		
6	COUNTY OF KENT)		
7			
8	I, Maureen Jabour Nurmikko, Notary Public in and		
9	for the County of Kent, State of Michigan, do certify that		
10	this transcript, consisting of 172 pages, is a complete,		
11	true, and correct transcript of the testimony of ROBERT M.		
12	SHINDORF taken in this case on December 5, 2024.		
13	IN WITNESS WHEREOF, I have hereunto set my hand		
14	this 17th day of December, 2024.		
15			
16			
17			
18	COPY		
19			
20			
21	MAUREEN JABOUR NURMIKKO, CSR-3078		
22	Notary Public in and for the County of Kent,		
23	State of Michigan.		
24	My Commission expires 8-2-30.		
25			

WORD INDEX

< \$ >

\$1,300,000 69:21, 24
\$1.99 112:17
\$100 21:8
\$100,000 39:8, 9
\$250,000 130:20 166:14

< 1 >

1 2:9 7:12, 14, 18, 25
44:4 49:9 60:15 61:6
73:5, 6 80:21, 24 81:9,
17, 25 122:13
1,000 69:21
1.2 83:16, 18
1.99 112:18
1/4 44:4
1:12 113:13
1:22-cv-815 1:7
1:26 113:13
10 2:21 126:8, 20 142:9,
12 143:7 149:1, 14
10:30 1:14
100 26:13 30:25 78:9
96:6 111:21
11 128:19
11:49 60:7
11:53 60:7
111 1:21
118 2:12, 13
119 2:14
12 140:15 150:22 158:2
159:10
1-2 81:24
120 30:10
125 2:15
12th 67:18
13 8:11 49:20 56:23
67:11, 17
135 2:18
136 2:19
140 2:20
142 2:21
15 129:16 132:25 133:1
163:7
150 2:5
15th 67:18
16 133:3, 9 134:1, 4
167 2:6
172 172:10
17th 172:14
19 130:6 143:13, 25
144:7, 8, 13, 18 145:2, 6,
16 146:5
1D 71:2
1st 64:21, 23 65:2
1x1x1/4 44:3

< 2 >

2 2:11 70:20, 23 80:17,
21, 25 159:19
20 107:3 134:15
2000@hotmail 83:3
2014 8:11 49:20 56:23
77:8 78:6, 7, 20 135:23
136:2, 6 158:8 165:20
2015 35:15 36:5 48:3
126:5 140:15 150:22
159:10 160:6
202 1:21
2021 67:11
2022 53:3 95:7
2023 53:3

2024 1:13 3:2 172:12,
14
20-plus 168:7
22 52:15 94:6
23 52:15 81:22
24 73:7 74:3 135:23
25 7:25 74:20 81:18
25,000 5:14
26 75:15 76:12, 22
29 77:1 94:6, 16 126:14
29th 95:7
2D 71:2, 4

< 3 >

3 2:4, 12 118:7, 10, 23
142:20
3:09 171:10
30 13:1, 2 72:20 107:5
31st 64:22
32 1:13, 18
35 80:11
3dcart 43:18, 20

< 4 >
4 2:13 118:25 119:2
40 107:6, 11
400 1:18
42 83:20
43 86:17, 20 87:6
45 72:20
46 92:11
48 93:7
48098 1:22
49503 1:19

< 5 >

5 1:13 2:14 3:2 95:25
119:12, 13, 25 125:14
143:9 146:14, 15 159:21
160:1, 4 172:12
5.50 96:1
50 94:4
500,000 70:11
55 95:9 129:18
56 97:9
5th 159:23

< 6 >

6 2:15 125:12, 13, 15, 23
126:4 135:19 146:22
147:14
60,000 147:15
600 39:12
62 97:22 101:6
65 130:8
66 113:15
68 114:5

< 7 >

7 2:9, 18 125:23 126:4
135:16, 17, 20, 22
70 2:11 77:8 78:8
70-80 77:1 78:21
74 115:8, 11

< 8 >

8 2:19 66:18 128:9
136:24 137:2
80 77:9 78:8, 13 115:24
81 134:25 135:1, 4
8-2-30 172:23

< 9 >

9 2:20 125:18 140:9, 11
142:20, 21 150:24 151:6
155:10 159:5
90 30:10
900 8:23 39:11
91 116:20
96 117:20

< A >

ability 21:3 27:12
29:25 35:2, 20 87:12
122:5 128:24 169:4
able 15:4 17:12 18:10
20:25 24:6 29:19 30:1
33:2, 10 34:19 36:19
37:6, 9 80:9 97:19
107:14, 24 108:1, 2, 7
116:5 170:15
abrasive 44:2 45:11
51:3 52:3 62:24 66:6
97:1 112:18
Abrasives 2:13 50:9
51:2 52:5, 10 57:23
58:1 63:4 67:10 68:10
87:5 90:23 96:3, 4, 14
99:14 100:13, 22 101:3
103:21 106:13 108:4, 22,
23 109:2 110:18 112:16
122:14 127:4 129:13
136:21 144:10, 19
147:23 149:20 159:8
164:13 165:7 167:6
168:8 169:9 170:9
Abrasives-branded
139:18
absolutely 14:14 59:24
64:20 65:9 66:1 79:15
111:21 127:18 132:15,
17 156:8, 11, 14 157:8
166:3, 21 167:6, 25
170:14
access 9:18 11:15, 18, 20,
23 14:17, 21, 25 15:3, 8,
11, 12 16:10 17:9, 15
21:16, 19, 21 22:17, 20
23:11, 12, 15, 17, 21 24:6,
14, 25 25:1, 20 26:14, 25
27:3, 7, 12, 18, 20, 23, 24,
25 28:1, 7 30:1, 3, 7, 19
32:23 33:6, 11 34:4, 9,
13, 15, 16, 18, 22, 23
36:25 37:10, 11, 14, 17,
19, 25 44:24 46:2, 6, 13
47:9, 22, 25 48:3, 6, 7, 8,
10, 17, 19 72:8, 21 74:6,
25 76:8, 9, 10 77:23
82:14 83:22 84:6, 9, 14,
15, 19 85:2, 4, 8, 11, 14,
18, 20, 22, 24 86:1, 2, 10,
15 87:2 91:16, 17, 18
93:12, 16 97:20 102:10
107:19 125:19 126:2, 3
133:12 137:6, 12, 18, 19
138:2, 3, 4, 6, 8, 9, 10
139:8 140:16, 18, 21
143:3 150:7 151:23
152:22 153:15 158:10,
11 159:8, 25 160:3
161:23 163:7 164:22
accessed 25:25 26:2, 3,
11 38:15
accessible 19:22 127:9
accessing 24:13, 17, 18,
20 97:10

account 15:15 16:9
17:1, 5 21:19 22:1, 4, 10,
20 23:2, 3, 6, 11, 12, 15,
16, 18, 22, 25 24:15, 23,
25 25:1, 4 26:4, 12 27:6,
8, 13, 18 28:8, 18 29:15,
24 30:1, 2, 3 31:4, 6, 7, 8,
11, 12 33:6, 7, 8, 11 34:5,
24 35:5 37:1, 3, 10, 14
38:1 43:1 44:24 45:9
46:2, 6 47:10, 22 49:2
52:8 69:9 72:9, 21, 25
73:8, 9, 20, 24 74:18, 25
75:16, 19 76:3, 9 77:3, 4,
24 78:1, 22 80:15, 19
83:2, 13, 21 85:17 86:7,
8 87:8, 9, 10, 22 88:5, 6
89:2 90:5, 15, 19 91:18
92:4 93:13, 16 97:10, 12,
18, 21 98:16 99:4, 20
100:1 101:25 102:1, 5, 7,
8, 12 122:17 126:1, 6
136:3, 4, 8, 13, 16, 20
137:7, 12, 24 138:7, 8, 20
139:13, 15, 19, 23 140:3,
17, 22 141:19 143:3
150:7, 12 151:2, 24
152:8 153:2, 11, 16, 24
154:3, 11, 15, 16 158:13
159:9 160:5, 8, 9, 14, 17,
21, 22, 23 161:1, 11, 24,
25 162:11, 14, 16 163:15,
18 164:10, 11, 19, 23
165:3
accountant 25:24
accounting 10:12 11:12,
22 13:23 19:13 22:7
38:15 39:3, 5 69:6, 11
76:14 102:3 151:17, 20
accounts 10:12 15:14,
17 16:5, 11, 19 17:10, 12
22:17 28:22 69:7 77:11
80:13 82:19 83:7, 19
84:4, 10, 15 85:1, 7, 11
86:9 87:2 90:2, 20 93:9
97:11 122:17 125:20
153:10 154:12 158:6
accurate 43:14 65:6
69:22 70:6 111:4
117:22 120:25 125:6
130:14, 15 131:2 141:4
150:13
accurately 43:12
accusing 25:9
Acme 96:7
acquired 50:18 51:5
97:22 98:12, 16 155:6
164:22 165:19, 20
acquisition 9:21 13:1
17:21 52:6 159:13
acquisitions 15:1 30:15
Act 155:25 156:4, 25
acting 72:19 153:22
action 59:3 62:4 112:10
153:4
actions 132:8
activities 6:24 7:1
16:19 52:22 60:23
67:10 112:22 116:21
129:2 161:5
activity 53:6 65:25
67:14 69:16, 17 132:6
156:24 161:6
actual 15:17 16:5 18:25
21:8 40:3 42:17 59:2

65:20, 22 114:10, 14
130:3, 5, 24, 25 131:5
147:17
add 85:6
added 18:12
addition 113:21, 24
133:16 148:23
additional 45:9 148:16
additionally 148:19
address 14:6 15:6, 7, 19
16:20 17:7 18:18 21:16
28:13, 19 29:2, 7 42:22
72:4 73:14, 15, 17 75:11
83:4 86:19, 23 87:24
88:9 89:20 91:15 93:14,
16 138:15 139:2, 22, 24,
25 140:1, 7 152:14
162:25 164:10 165:2
addresses 9:19 11:12
14:5, 22 16:15 18:20
28:23 77:17, 21 78:4
83:9 86:13 87:1 90:16
140:8 152:16
adequate 22:19 116:5
117:7
admits 162:19
advance 83:24 157:17
advantage 102:20 107:8
108:25 109:10 110:10,
15 111:6
advantages 132:12
advertise 105:19
advertising 22:4 75:8
77:12, 14, 15, 20, 21, 23
advice 60:22
advising 141:18
AdWords 23:7 75:8
77:15 78:3 122:17
adwords.google.com 78:3
affect 103:23, 25
affirmative 20:13
affirmatively 23:15
afforded 108:9
afterward 67:24
age 163:13
agent 88:3
agents 36:20 47:4
ago 4:14 84:24 131:14
agree 24:11 25:11, 12
51:8, 9 54:9 64:13, 15
65:21 67:9 68:7 70:11
71:5, 25 74:21 82:15, 23
95:2 121:2, 17, 23
123:18, 20 124:15 126:5
132:20 136:2, 6 137:5,
14, 23 140:2, 14, 20
141:2, 7 144:1 145:15
147:11 148:14
agreed 68:1, 10 71:24
130:20 166:9, 12
Agreement 2:11 7:22
8:1, 5 9:5, 22 30:25
49:12 51:24 52:17 56:5
58:16 59:11, 14, 25
60:10, 15 61:23 62:10
64:21 67:12, 13, 15
69:20 70:1, 5, 17, 22, 24
71:7, 10, 11, 15, 18 72:6,
14 80:14, 23 81:19 82:1,
14, 15 83:1, 5, 6 95:8
105:9 122:7, 12, 13
123:22 124:15 129:3
135:6 138:21, 24 139:9,
14 141:10 157:5 159:19

agreements 82:13 122:20
agrees 60:17 162:21
ahead 15:3 19:17, 18
46:9 130:6
AIS 60:24 62:13
aligned 67:7
allegation 51:21 56:15
62:8 73:8, 12 77:6
78:17, 24, 25 79:15, 17
80:11 91:10, 11, 12
129:4 136:7 143:12, 24
144:6, 18 145:2, 25
149:17, 19
allegations 7:10 49:7
128:25 129:17 134:25
145:16 148:25 149:12,
13
allegation's 74:22
allege 50:20 76:22
113:15 133:5
alleged 116:21
allegedly 72:13 124:10
alleging 56:19
all-encompassing 92:16
128:17
ALLIED 1:5 2:9, 15, 21
5:20 6:5, 15 7:3, 23 8:8
11:7 24:16 25:17 26:17,
23, 24 27:2 35:7, 8, 11
37:3, 20 42:11, 12 49:19
50:1, 2, 7, 15 52:4 59:16
62:13 64:6, 14, 16 80:13
83:20 92:13, 25 95:5
97:9 100:25 102:23
103:13, 19 106:13
111:18 112:4 114:6, 17
115:10 116:1 120:8
121:8 122:9 123:18
124:11 125:5, 11 126:9
128:21 129:22 130:11,
25 131:10, 24 134:19
136:13 137:8 139:15
143:16 154:25 157:24
160:9, 17, 23 161:15
162:14 163:10 164:9, 19
167:4, 5, 6, 15 168:14, 23
169:7, 19 170:16
Allied's 7:1 58:13
95:10 99:9 101:24
114:2 117:20 121:7
130:11
allow 11:16
allowed 14:25 41:8
50:7 51:10, 23 57:11
72:6, 7
alternatively 16:25
Amanda 7:5
Amazon.com 162:6
ambiguous 36:9
amend 142:15
amount 5:9, 18 10:2
39:8 56:24 57:2 65:13
133:1 166:15
amounts 4:19 38:21
analysis 38:22
analyze 39:11 91:13
analyzed 66:4
analyzing 95:23
Andrew 1:18
answer 9:12 10:25
19:17, 18, 20 20:12 22:2,
24 35:19 47:2, 5 49:15,
17 55:10 59:4, 19 62:17
83:12, 13 84:21, 23
88:16 89:22 92:4 97:14
110:6 116:23 125:23
126:19 128:21 129:20
130:6 133:4, 15, 17, 21
134:23 147:5 148:20
168:18
answered 35:17 103:6
133:18, 23 142:6 168:17
answering 163:4
answers 125:17
anticipate 131:4
anybody 6:17 103:16
104:6 151:14
anymore 28:18 85:14,
20 87:24 161:8 165:16
167:9, 15
apologize 5:12
appear 105:18
APPEARANCES 1:16
appears 7:20 8:4 119:8
apple 169:5
apples 169:2
Appreciate 13:12 60:6
approach 14:25 15:1
approximately 4:13
126:7 157:24
architecture 19:4
archives 127:3, 8
areas 17:8 96:16 115:16
argue 63:23 70:8 139:3
argument 24:10 56:9
arisen 45:24 46:5
arranged 78:8
article 114:11
artwork 157:1
Asian 100:3
asked 35:17 47:21 62:2
79:2, 13 80:8 89:8, 18
92:18 125:21 129:16
130:17 131:13 133:18,
23 134:15 147:20
150:21 156:15 168:17
170:23
asking 25:2 32:16
34:15 35:6, 7 37:6 55:5
58:8, 21 76:19 82:20
88:20 89:25 133:24
134:2 136:11 142:4, 8
143:25 144:14 146:15
148:3, 18 161:21 164:18
asks 125:18 128:19
aspect 62:3 74:23
132:10
aspects 56:11 71:13
103:24
assembled 150:12
asserted 118:10
asset 7:22 8:1, 4 9:4, 22
49:12 58:16 59:25
69:13, 20 72:6, 13 80:13
81:18 82:25 83:4 105:9
120:22 122:7, 12 123:21
124:15 138:21 139:13
141:9 158:24
assets 9:24, 25 47:19
82:3 83:16 124:3
133:12 139:10 142:17
143:6, 15 152:1 158:7
165:20
assist 18:10
associated 33:9 36:23
77:21
assume 13:19 26:2
33:12 43:1 58:5 96:18
assumed 25:22 67:1
136:14
assuming 7:9 25:8, 18
assumption 25:25 26:20,
22 33:14 92:8 108:10
assumptions 25:22 26:1,
8, 9, 10, 21 67:6
assure 88:13
assured 78:9
attached 102:13
attachment 128:6
attempt 26:18, 25 27:3
65:22 110:20 126:12
attempted 23:21 25:3
26:13, 14
attempting 24:8, 14
25:18, 20
attention 71:2 73:7
75:15 125:18
attorney 60:1 146:24
151:10, 14 166:13
attributable 131:18
attribute 117:14 132:4
August 159:21, 23 160:1,
4, 6
author 151:12
authority 125:5
auto 18:13 29:1 87:23
160:21 161:3, 12, 17
auto-forward 161:2
automatic 86:23
automatically 40:22
86:7, 24 90:6
available 35:12 57:16
76:24 88:21 99:16
169:22
Avenue 1:13, 18
avenues 19:3
avoid 15:1, 2
aware 26:24 27:2 118:4
138:22 141:25 142:1, 3,
5, 6, 16 150:10
< B >
back 7:6 8:22, 25 17:18
23:5 27:17, 23 28:17
34:15, 21 35:12 43:6
47:13 66:17 72:5 76:4
79:5, 16, 17 97:19 98:13,
14 101:6 102:11 109:17
116:9 122:10, 11 126:22
133:3 142:24 146:4
148:24 156:25 166:5
backed 75:21
background 12:24 40:19
165:6
backs 78:17 79:14
backup 25:23 75:18, 20,
21, 22 76:3, 14 96:23
backups 22:6 74:18
balance 70:18
barrier 170:13, 14
barriers 170:15
based 5:15 19:8, 9 54:7,
18 113:19 117:5 156:6
157:6
basically 72:19 95:20
115:3 164:4
basis 7:3 29:4 56:10
117:8 123:21
beginning 17:21 30:16
69:6 87:14 128:8
129:24
behalf 1:17, 20
behavior 29:12 153:1
behaviors 87:4
behind-the-scenes 165:12,
17 167:19
belief 79:21
believe 24:4 35:16
46:22 50:3, 5 51:9, 13,
20 52:12 54:15 55:9, 11
56:8, 17, 19 57:10 58:1,
16 61:24 62:13, 25
63:13 68:16 69:1, 4
70:1 71:1 78:12 80:1
83:5 84:8 85:1, 3, 8, 22
88:8, 19 89:11, 19 90:23
94:12, 20 96:23, 24
97:15, 18 100:21 101:14,
18 109:19 113:1 117:24
118:20 120:9 123:21
124:19 127:3 129:21
132:21 134:16 135:5
137:19 138:1, 13 139:16
141:21 142:7 150:5, 10
152:18 153:18 155:4
158:4, 10, 15, 18 159:3
161:19 162:15, 24
164:21
believed 68:24
belongs 81:25
benefit 81:3
Bessey 110:17
best 20:25 52:14 81:10,
19 84:23 158:21
bet 122:10
better 75:7 107:13
147:6
beyond 76:13 148:19
big 13:16, 21 163:12
165:15 168:7
BigCommerce 12:22
13:14, 16 14:2, 11 32:20,
21 33:13 43:20 52:1
154:2
bigger 108:1
bill 41:19, 23 69:15, 16
Bing 77:15
birthdates 27:22
bit 8:7 18:10 30:18
47:14 51:6 69:12 72:16
75:4 77:16 80:12 86:2
115:24 119:5
blanche 71:22
blank 18:9
boat 157:12
body 114:11
book 114:11
books 82:7 122:14
bottom 136:15 142:23
bought 14:4 18:4, 9
21:16 31:9 33:22 44:12
58:13 104:24 105:2
121:4, 20 138:20 141:9
170:3
box 90:21 162:13
boy 55:18
brain 105:23
brand 16:13 36:24
44:17 54:19 109:2
110:17 170:5, 7
branded 18:19 28:22
44:8 45:11 87:5 152:16
branding 36:21, 22
breach 135:4, 5
breached 72:14
break 106:18
breakdown 39:10 80:3
briefcase 143:10
briefly 13:10 149:22
bringing 109:21
broad 75:5 109:7
144:22
broader 144:21, 25
broadly 144:18
broke 5:12
brought 110:20
Bruce 4:10, 12
bucks 95:25
build 107:1, 4 108:24
built 43:18 64:25 110:1
Bullard 170:9
Burns 7:5
business 10:3 11:8
12:19 13:18 14:23
17:14 18:12 23:9 50:14
51:15 57:12 60:22, 23
64:22 69:3 72:22 74:4,
8 78:10 82:8 83:7 95:4
101:7, 10, 16, 22 104:18
105:15, 24 106:3, 20
107:5 108:17 110:2, 21
111:17 117:2, 5 124:5
126:13 128:22 129:9
132:4 137:21 138:12
139:20, 24 142:17 143:4,
5 151:24 152:1 153:10
154:24 157:24 162:4
168:13 170:2
businesses 11:9 50:17
51:5
businessman 38:9
button 42:2
buy 33:21, 22 40:6 41:8
63:19 99:21 103:8, 10,
16 104:8, 9 105:11
106:11, 12, 19 112:13, 15,
17 157:10, 19
buying 14:1 64:19
100:8, 9 105:9
buys 21:5
< C >
cache 75:17
calculate 130:19 131:4
132:1, 23 166:19
calculated 113:16 130:3,
5
calculating 39:2
calculation 116:24 117:7,
9
call 33:19 35:21 43:15,
20 78:15
called 12:6, 21 20:22
43:18 44:9 50:25 63:4
80:25 94:10 95:22
96:24 101:3 120:19
154:23 170:6
calls 47:3, 5 52:24
154:22 163:21
Canada 170:22
capable 80:4 95:23
capture 128:3
card 41:13 42:15
care 169:22
carte 71:22
carved 71:16
Cascini 1:18 2:5 8:2
10:19 13:9, 12 19:15, 18
22:12, 23 23:24 34:8, 12
35:16, 19 37:5 49:13
53:18, 20, 25 55:1, 4, 10,
21 56:1 59:17 60:1, 4, 6
61:4, 10 66:10, 13 67:3,

6 80:20, 23 81:3, 13, 22
84:17 89:25 106:14
110:4 113:10 125:15
131:12, 22 133:14
140:25 142:19 146:10,
15, 18 148:8 149:22
150:4 163:22 166:22
168:17 171:9
Case 1:7 4:2, 15 5:5
33:23 78:7 118:4
128:24 131:8 149:6
158:4, 6 159:23 168:3
172:12
case-by-case 56:10
cases 4:20 5:16
cash 10:6 70:7
catalog 145:10
categories 62:15 122:21
147:20
category 82:21 101:15
145:11
cause 24:15 113:15
caused 91:12 116:21
causing 115:9
caveat 163:3
ceased 125:19
cell 17:6 151:25
Center 75:9 94:23
certain 9:7 18:12 23:1
29:6 84:1 87:18 89:22,
23 90:13 111:5 128:5
164:25
Certainly 9:9, 17 23:6
50:25 53:13 54:13, 15,
20 55:15 62:6 63:23, 24
71:10 82:14, 21 83:6
85:13 98:21 103:20
108:18 111:8, 9 113:20
122:21 124:22 130:1, 11
147:2 148:10 149:5
certainty 88:23 89:3
165:1
CERTIFICATE 172:2
certify 172:9
cetera 28:12 60:24
68:13 83:7 117:18
118:3 147:23 149:20
chain 138:14 141:13
142:17 147:22
challenge 10:1 23:14
60:25 129:10 134:3
149:16
challenges 71:9
challenging 9:12 58:21
59:1 67:25 115:17
130:19 132:23 153:4
chance 60:9 143:21
163:5 166:18
change 15:6 28:2 32:12
83:24 85:17 97:19
98:14 160:3
changed 27:19, 22 83:20
84:16 85:19 92:22
96:18 97:19 98:12
126:6 138:11
changes 93:5
changing 84:6 87:4
97:10 141:4
channel 29:13 62:4
characterize 31:10
charity 30:13
chicken 57:15
Chimp 164:17
China 44:7, 16
Chinese 45:12
Chris 22:13 60:6 66:10
81:3, 24 89:25 113:11
147:20 149:22
CHRISTOPHER 1:8, 21
2:12 7:23 131:11
church 140:5
circuit 5:5, 7, 14, 16, 17
circumstances 8:8
cl.stony 67 93:14
claim 16:7 24:7 51:23
71:23 92:13, 24 95:9
102:22 105:8 106:22
110:3 115:19 128:19
claiming 104:11 106:18
110:14 151:16, 18
claims 71:6, 9, 17, 21
72:1 127:16
clamps 52:3
clarification 81:2, 6
82:25
clarified 125:25 128:12
clarify 10:23 26:10
79:13 133:24
clarifying 54:2
clarity 45:3, 6 80:20
classified 101:21
clause 166:4, 6, 9, 12
clean 14:24 43:24, 25
44:20 155:8
cleaning 69:18
clear 15:4 62:17 79:23
129:7, 21
cleared 134:17
clearly 91:9 93:25
click 42:2, 4
client 7:23 9:18 10:8,
10, 13, 15, 17, 24 11:1, 2
12:11, 15 13:6 14:11, 16,
20 34:9 91:13 142:19
148:12, 18 150:6, 11, 16,
21
clients 10:11 11:17
client's 10:20 110:5
close 13:2 56:14 92:14
closed 13:3
closing 8:10, 14, 17, 18,
21 9:2, 4, 16 11:24
14:17, 20 15:8, 9 16:10
49:20 60:18 72:9 111:2
clscls 139:19
clscls2000 15:20, 21
clscls2000@hotmail 36:22
Coca-Cola 168:25 169:5,
7
Coca-Cola's 168:25
code 44:3, 6
codes 43:25
collectible 70:10
come 31:4 32:3 33:6
34:17 86:6 113:18
169:9
comes 90:22 160:20
comfortable 89:21
coming 59:10 153:23
155:18
commencing 1:14
comment 94:3
Commission 172:23
commitments 151:22
committed 70:7
common 66:25 114:19
common-law 134:21
communicate 139:25
140:1
communications 109:8
companies 3:17 33:24
78:15 165:13 170:13
company 3:16 5:23 6:6,
19 14:6 16:9, 11, 21
20:17, 22 22:19, 21
29:22 33:5 43:14 51:6
52:21 58:6, 13 59:9, 15
60:13 61:15, 17 62:6
64:19 84:11 86:10, 14
99:10, 11 105:11 108:2,
3 114:23 116:1, 4
121:13 127:22 132:1
138:20 139:10 141:9
149:18 154:25 155:6
165:1, 8 168:13 169:19,
24 170:1, 3, 4, 20
compete 50:7, 8, 15, 16
53:13 60:23 92:24
102:22 126:9 129:1
competed 64:16 92:13
competes 64:6
competing 49:19 50:1, 2
51:15, 16 53:14, 15
54:10 57:12 65:8, 13
66:1, 8 92:15 95:5
103:18 106:11
competition 50:4 51:1
59:16 61:25 62:13
64:14 167:17
competitive 53:5, 7, 9
54:3 64:4 65:3, 20, 23,
25 92:17 93:4 100:15
102:20 108:24 109:10
110:10, 15 111:6 132:12
156:23
competitors 95:24
compiled 8:25 116:1, 3
complain 162:10
Complaint 2:10 7:10, 20,
21 15:14 49:8 50:19, 23
53:2 62:9 63:15 68:21
73:4 74:21 76:23 79:1
80:16, 17 94:4, 12 96:19
129:18 130:8 134:25
147:21 148:25
complete 38:16 79:10
92:15, 16, 20, 24 97:20
134:10 172:10
completed 114:2 153:14
completely 20:6 160:5
complicates 19:9
component 108:20
components 106:24
comprehensive 141:23
146:23
comprehensively 77:20
computer 82:11
computers 86:13
concise 8:25
concluded 171:10
concluding 108:13
conclusion 25:16 121:15
166:14 168:22
conclusive 45:17 79:8
condition 3:24
conducive 90:24
conduct 126:11 128:10
130:14 131:1 132:2
conducting 168:12
confidence 26:13
confident 26:3 50:21
confidential 101:7, 10, 13,
16, 22 105:15 113:23
114:3 117:3, 6 122:25
126:24 129:9
configuration 54:18
63:2 99:8, 9, 13 100:20
102:18 103:24 104:10,
13, 15, 17, 24 105:1, 2, 4
106:6 115:22 118:3
157:2 167:7, 9, 11 169:3
configurations 54:15
97:24 98:8, 22, 24 99:1
100:23 106:4, 5
configured 100:12
104:19 169:4
confines 148:12
confirm 49:18 70:24
162:21
confirmation 134:2
146:16
conflict 15:2
confusing 51:12 97:14,
16
connection 3:15 9:7
49:4 125:11 155:18
consider 6:24 142:17
143:5 151:25
considered 109:9 156:12
consistency 20:24
consisting 172:10
Constant 164:3, 6, 17
consult 51:14 57:12
consultant 30:22 51:10
86:1 87:3 153:23
consulting 85:13
contact 11:9 40:5 76:13
164:3, 6, 17
contacts 78:15
contained 88:9
contains 80:18 96:22
content 94:22 96:5, 17
99:20 115:6, 15, 16
118:1 119:8 122:11, 22
162:2, 4
contention 16:4 56:21
58:7 63:19 69:24 72:3
83:5 108:4 111:16
169:21
context 152:25
continue 46:12
continued 9:18 28:9, 20
67:23
continuing 56:6
continuously 28:25
contract 41:4 135:4, 5
165:15
contractual 55:6 56:1
128:20 129:1, 5
control 16:10 58:17
60:20, 21 64:2, 3 85:10
86:3 91:20 98:16
110:12 112:20 118:2
128:10 137:7 146:12
controlled 153:6
controls 162:16, 19, 25
163:15
conversation 43:11 84:3
151:11
conversations 99:20
converted 10:5 41:13
133:5, 17
copied 167:8
copies 25:24 98:24
copy 12:11 60:1 94:23
95:18 96:21, 24, 25 97:5
123:8 134:15 150:15
copyright 114:7, 9, 10, 14,
16, 19 117:25 118:11
123:2, 3, 4 134:16, 18, 21
copyrighted 114:6 115:2
copyrights 115:9 124:19
corporate 41:10 136:21
Correct 5:22 6:1 7:8
11:25 12:3, 14 15:12, 16
16:8 17:2, 5, 11 21:20,
22, 23 22:11 25:14
27:12, 16 35:3 36:9
37:21, 25 42:10 43:3
48:15, 22 50:13 53:4
55:17 56:8 61:14 63:11
67:1 68:19 70:11, 15
71:16 72:15 74:10, 15
76:5, 10, 11, 17 78:2
83:23 85:22 86:10, 21
87:15 94:18 95:1, 6
96:13, 20 97:12, 13
100:7 102:14 103:17
110:25 111:21 115:23
124:5 126:2, 25 128:13
130:5 134:13, 20 138:7
139:15 146:17 150:20
151:4 152:4, 5, 11, 16
153:12, 16, 17, 20, 25
154:8 155:6 158:9, 14,
17 160:1, 2, 16, 19
172:11
correction 95:16
correctly 16:7 90:8
correspondence 83:10
128:23
corresponding 40:15
cost 42:4 104:3
counsel 79:14 80:5, 8
89:15 92:19 94:20
128:5, 7 142:13 146:6
147:12
Count 114:5 116:22
Counterclaim 2:12
118:4, 9
counterparts 8:20, 22
counts 99:17
County 4:4, 5 5:3, 5
172:5, 9, 21
couple 4:18 30:9
119:16 135:25 152:10
coupled 93:24
course 13:17, 20 21:2
35:10 36:23 39:6 54:3
63:20 71:9, 22 115:7
168:12
COURT 1:1 5:5, 14, 15,
16 68:18
covered 72:13 133:4
crap 162:8
crawl 75:6
create 41:21, 23 58:19
92:19 95:10 97:5 164:5
created 62:7 105:1
114:22, 24 115:1 138:13,
14 168:13
Creating 51:6 58:8
59:15 60:13
creation 51:16 57:4
59:9 61:15
credit 41:13 42:15
Crib 43:17 51:1 52:5
57:8
cribbed 95:10, 11, 17
CRM 47:11
crossed 11:5
csls 83:2
CSR-3078 1:23 172:21

CSV 65:17
current 109:2
currently 66:16 114:16
 163:17 170:6
custody 146:12
customer 11:8 16:22
 17:13, 15, 20, 24 18:1, 3,
 23, 25 20:18, 21, 22 23:4
 26:2, 5 27:14 29:11
 36:15, 20 38:18 41:21
 42:12, 21, 22 43:7 44:5
 46:11, 15 47:2, 4, 5, 6, 11
 48:25 64:5, 7 66:15
 68:12 74:9 75:17 76:10,
 13, 24 87:8, 19, 20, 22
 88:2 94:17, 21 98:6
 99:21 100:10 102:17
 104:21 105:5 111:9, 10
 112:3, 10, 11, 19, 24, 25
 113:6 116:6, 7 117:11,
 15, 17 118:2 126:16
 128:10, 12, 15, 16 132:7
 153:1 160:24, 25 164:12
customer-facing 7:5 22:8
customers 18:4 20:14,
 19 28:10, 11 50:9, 17
 52:24 67:22 73:12 77:5
 87:4 88:25 91:14 92:5
 93:25 94:3, 7, 8, 9, 10, 11
 111:17, 24 112:5, 21
 113:23 115:25 116:2, 3,
 4, 10, 14 117:16, 17
 126:11 132:12, 16 140:1
 152:15 156:7 164:15
 165:14
customer's 128:17
customized 122:18
cut 160:5
cycle 157:9

< D >
daily 37:18, 23 48:22
damage 166:15
damages 68:1, 2, 3
 113:16, 19, 20 116:21, 25
 129:17, 22 130:1, 2, 3, 4,
 5, 7, 16, 19, 20, 23, 24, 25
 131:1, 3, 5 132:13, 20
 133:2 134:22, 24 135:7,
 9, 12 151:17 166:4, 6, 19
data 66:24 75:25 76:11
database 10:11 11:6, 10
 17:17 65:18 66:4 88:8
 93:1, 5 101:25 102:2
 164:5, 15
databases 13:6 20:6
 22:18 101:24 102:19
 122:17
date 47:24 48:19, 21
 49:20 52:12, 13 60:18
 66:18 67:17 71:10, 11,
 17, 18 72:9, 14 77:8
 86:15 87:14 93:2
 125:18, 21 126:4, 5
 131:8, 17 147:18 159:10,
 20, 21 160:1, 4
dates 57:17 103:5
day 28:5 136:8 172:14
days 13:2 30:10 72:20
day-to-day 6:24 7:1, 3
dealer 119:15, 22
dealing 24:22 148:15
 166:10
deceit 93:21, 22

December 1:13 3:2
 64:22 159:14 172:12, 14
decently 100:13
decided 50:3, 5 158:19
 159:25
decision 31:22 72:23
declaring 137:24
Defend 155:25
Defendant 1:9, 20 2:12
 4:6, 9 128:22
Defendant's 2:16, 22
 126:10 128:10
defending 59:8
deficiency 21:10
deficient 21:9
Define 6:12 28:6 38:4
 77:15 136:19 167:23
defined 128:14 147:21
 149:9 155:25 156:3
 158:6
defining 139:19, 21
definitely 25:12 63:25
 64:4 162:1
definition 11:4 101:21
 106:23 155:23 168:2
degree 78:9
delete 76:20 88:3 91:21
 161:24 162:2, 13 163:9,
 11
deleted 87:18, 20 89:13
 163:19
deleting 162:10
deliverables 9:6
delivered 20:9 102:25
 103:4
Demand 2:10
demonstrates 26:16
deny 49:18
denying 160:3
depend 32:7, 11 42:24
 87:16
Depends 5:8
Depo 129:14
depose 61:1
deposed 3:11
DEPOSITION 1:12
 3:23 53:23 81:9 133:7,
 25 134:17 142:22 146:9
 148:12, 18 150:25
 151:18
depositions 3:20 4:22
 5:10
deposits 69:8
Depot 50:25 51:6, 17, 23
 52:1 53:7 57:8, 21 58:1,
 4, 24 59:2 62:12, 14
 63:1, 6 65:12 67:10
 92:14, 20 97:1 110:21
 127:4 128:20 129:11, 12
 156:16
Depot's 65:15
derived 117:2
describe 136:18
described 22:16 47:13
 139:11 164:24
describing 21:11 22:11
 46:21
description 19:7, 8 21:9
descriptions 95:14 96:5
 115:5, 22
design 100:20
designed 99:19 100:20,
 22
designing 157:1, 11

desktop 12:8, 9, 11
 32:25 33:3 76:1
despite 145:3 161:12
destroyed 35:4
details 3:19, 21 14:16, 20
determine 11:16 67:25
 79:10 116:6
developer 97:4
developers 95:22
DeWalt 165:14, 15
diagram 101:18
diameters 99:17
difference 5:6 136:20
 139:18
different 16:2 17:8
 19:3 21:1 28:13 29:16
 38:8 62:2 74:17 99:16,
 17, 18 101:8 163:7
 170:4
difficult 166:18
dilemma 45:24 46:4, 15,
 20
dilemmas 44:23
diligence 38:2, 4, 5, 10,
 12, 18 47:13, 15 79:2, 22
diminished 117:19
direct 51:1 71:2 73:6
directed 124:4
Directing 75:15 86:18
 125:18 152:15
directly 16:16 60:18
 63:22 73:11 77:2, 10
 92:13, 24 95:10
director 51:10, 14
directs 128:22
disagree 59:13 82:23
disagreement 9:13
 68:17, 23
disassociate 59:1, 4, 7
disc 63:5 64:9, 19
 99:16, 22 103:7, 8
 104:19 105:2 118:21
 120:7, 18
discharge 71:24
disclosed 13:4
disconnected 49:5
discontinue 126:13
discount 70:3, 18 107:3,
 7, 11 108:1, 8, 13, 14, 15
 109:25 110:9
discounts 109:15, 24
discovered 52:23 96:8
Discovering 53:5
discovery 25:15 52:12
 63:14 65:19 66:20 80:1
 88:12, 22 107:20 109:10,
 20 111:1 116:5, 18
 117:7 123:9 125:10
 127:5 128:6 130:10
 131:4, 6 143:20 145:5
 148:13
discreet 150:6, 16
discrepancy 31:21
discs 63:2, 9, 17 65:7
 99:16 102:24 103:3, 13,
 20, 22 104:2 105:10, 13
 112:16 120:15, 16
 129:13 156:15
discussed 43:22 79:2
 92:12
discussion 14:19 149:25
 150:2
discussions 31:24
disorganization 155:8

dispute 3:24 66:20 69:5
 131:14 148:10 158:3, 4
disputes 132:22
distinct 101:15 167:7
distributed 143:14
 144:9, 14 147:3, 9
 149:17
DISTRICT 1:1, 2 5:6, 15
diverted 115:25 116:2,
 10
DIVISION 1:3
document 8:13, 24 9:1
 49:13 59:18, 22 63:20
 66:17, 21 67:2, 4 69:23
 70:12 71:8 79:24 82:20
 127:1, 7 128:25 133:15,
 19 137:13 140:25
 142:13, 20, 21 143:23
 144:4 146:3, 4, 5, 24
 147:6, 13, 14, 17 148:4
 149:13, 19 154:18, 20
documentary 94:17
documentation 79:14
 144:16 148:1
documented 153:19
documents 2:13, 14, 24
 80:4 126:19 128:23
 131:13 138:18 141:22
 143:12, 17, 19, 20 144:2,
 6 145:3, 4, 16, 17, 25
 146:5, 11, 21 148:23
 149:3, 16 163:23
doing 17:24 50:9 62:16
 84:10 95:23 132:8
 158:22
Dollar 5:9, 18 10:2
dollars 117:11
domain 18:19 43:1
 56:25 57:4, 13, 14, 16, 18
 58:1, 9, 12, 25 61:22, 24
 62:1 153:6
domains 87:5
domestically 101:4
door 111:2
download 27:13 85:24
 93:17 95:21 96:23 97:6
downloaded 95:13 98:23
Dozens 45:25
draw 121:15
drive 42:1 74:18 76:5
 93:13
driven 9:23 10:4 54:13
 104:7
driving 9:21 23:8 153:9
drop-ship 32:8, 9 40:10
drop-shipped 20:1
drove 52:21
due 38:2, 4, 5, 9, 12, 18
 47:13, 15 79:2, 22
 47:3, 5
dump 88:10, 11 147:6
duplicate 87:20 88:3
 110:18
duplicated 88:2 115:16
duplicates 20:20
duty 129:6, 7, 8, 9

< E >
earlier 38:25 43:11
 79:2 115:4 150:5 152:6,
 8 159:16
earn 31:24 48:3 151:18
early 50:12
easier 153:8 169:11

easiest 45:21
easily 11:6 19:22 93:3
easy 64:20
ECF 81:24
e-commerce 7:6 10:3
 11:13 12:20 16:13 20:3,
 4 52:1 56:25 57:1, 18
 59:3 75:2 78:10
edit 28:17 141:16
effect 137:25 141:8, 10,
 20, 25
effective 159:21
effort 156:22
efforts 83:9
egg 57:15
Either 8:19 24:12
 26:22 32:19 44:6 63:14
 85:22 94:12, 20 97:18
 104:24 120:21 154:1
 163:17 171:9
electronically 8:20 78:11
eliminate 161:10
Elite 101:3
email 2:18, 19, 20 9:19
 10:12 11:11 14:5, 15, 22
 15:6, 7, 13 16:5, 9, 15, 20,
 25 17:7, 22 18:9, 11, 18,
 23 20:11 21:11, 16
 22:17, 20 27:18 28:13,
 19, 22 29:2, 7 31:19
 33:20, 21 36:18 38:1
 42:4 45:2, 3, 6, 13, 15
 52:11, 13, 18 72:4, 21
 73:14, 17 74:12, 13, 14
 75:11, 13 77:17, 19, 21,
 24 78:1, 4 79:24 82:14
 83:2, 4, 9, 10 85:7, 17
 86:10, 13, 19, 22 87:1, 5,
 8, 10, 13, 14, 17, 22, 24, 25
 88:3, 9, 10, 11 89:20
 90:11, 15, 16, 22, 23, 24
 93:13, 15 94:6, 16, 17, 21
 95:4 99:4, 8, 19 101:25
 102:12, 13, 15 107:20
 108:21, 22, 25 113:2
 126:14 135:22 136:11,
 12 137:19, 23 138:1, 14,
 15, 19, 22 139:2, 19, 22,
 23, 25 140:1, 3, 4, 7, 8, 12
 141:8, 11, 12, 16, 25
 142:2, 3, 6, 16, 18 147:19,
 22 150:22 151:1, 2, 12
 152:9, 14, 15, 16 154:1,
 12 155:10, 17 159:10
 160:21 161:1, 7 162:13,
 25 164:9, 14 165:1
e-mail 87:24
emailed 26:5 42:10
 52:10, 21 53:1 77:12, 18,
 22 78:14 94:10 136:16
 160:25
emailing 94:3, 7, 8, 9
e-mailing 93:25
emails 14:21 15:6
 17:17 27:13 29:4 74:5
 77:2, 10 80:1 85:24
 86:6, 22, 24 87:17 88:4,
 8, 13, 19, 24 89:11, 13, 17,
 19, 24 90:1, 4, 11, 13
 99:6 100:1 101:25
 107:19 112:23 138:17
 141:15 142:1 153:5, 18,
 23 154:3 158:12 160:8,
 20 161:22, 24 162:10, 14

163:9, 18 164:6, 7, 18
employed 6:11, 12, 15, 17
employee 30:23 86:1
en 112:18
enabled 12:12
encompassing 101:19
ended 37:1
end-user 73:12
engage 60:19 63:22
engaging 66:14
engine 75:7 115:13, 15
 122:18 132:11
engineer 100:17, 18, 19
engineered 100:13
engines 115:13, 14
enjoying 125:19
enjoyment 125:20
enrichment 94:2 106:9
enter 20:21 32:1, 13, 14,
 19, 20 33:16, 18, 19
 40:12 41:25 153:5
entered 7:22 19:5, 23,
 24 20:2, 5, 15, 24 31:21
 33:12 34:1 39:1 40:8, 9
 42:24 43:12, 24 154:2
entering 30:11, 17
 158:22
enterprise 117:4
entire 64:23 76:9
 145:10 168:4, 6
entirety 9:20 151:12
entities 11:13
entitled 22:21 109:24, 25
entity 6:21, 23 47:19
 51:11 60:25 61:2 62:3
 64:24 69:14 101:3
 129:2, 12 170:21
entry 170:13, 14
environment 100:15
equipment 50:3, 5 51:4
 52:2, 3 120:16 144:12,
 20
ERP 13:22
error 95:12
especially 153:6
essentially 12:22 40:22
 55:8 84:16 127:24
establish 55:7 78:20
established 24:25 48:6
 136:23
estimate 41:2, 3, 5, 7, 13,
 16 159:17
estimation 59:13
et 28:12 60:24 68:13
 83:7 117:18 118:3
 147:23 149:20
Ethan 7:7
event 125:4
eventually 17:9 27:10
everyday 29:3 128:1
everyone's 147:11
evidence 26:16 56:21, 24
 57:2 64:8, 10 65:4, 10,
 14, 16 94:9, 17 102:6, 9,
 21 110:24 111:10
 112:21 126:23 127:16
 128:3, 19 135:8 143:24
 153:21
exact 10:1 23:1 47:24
 51:4 52:13 63:2 68:1
 86:15 92:19 96:17
 100:23 111:6 144:18
 166:11
exactly 19:20 34:23
 44:15 67:2 74:24 79:11

80:5 81:1 91:14 96:6
 137:9 145:21 163:8
Examination 2:4, 5 3:7
 150:3
examine 56:9
examined 3:5
example 21:25 22:1
 36:5 44:9 92:17 96:12
 106:10 107:15 115:14
 133:10 134:7 151:16
examples 21:14 29:21
 46:1
Excel 65:17 67:4
 154:18, 20
exchange 70:3 135:22
 136:11, 13 138:2 139:22
 140:4, 12 153:7 155:10
exchanged 66:16, 24
 128:4
exchanges 153:19
exclude 53:6
exclusion 16:6 110:19
exclusive 43:1 58:17
 134:8
exclusively 39:21 91:3
 144:15 165:8
excuse 40:1 105:20
 144:3
executed 159:19
execution 159:21
exhaust 109:20
exhaustive 54:12
Exhibit 2:9, 11, 12, 13, 14,
 15, 18, 19, 20, 21 7:12, 14,
 15, 18, 21 49:9 60:2, 15
 63:14 70:20, 23 73:5, 6
 80:16, 17, 21, 24, 25 81:6,
 7, 8, 9, 12, 25 118:7, 10,
 25 119:2, 12, 13, 25
 125:12, 13 128:6 135:17,
 20, 22 136:24 137:2
 140:9, 11 142:9, 11, 20,
 21 143:7 149:1, 14
 150:24 151:6 155:10
 159:5, 19
EXHIBITS 2:8 8:3
 52:12
exist 11:1, 10 63:13
 88:15, 18 89:4, 6, 12
 90:1 150:19
existed 10:16 100:1
 102:4 150:21 164:13
existence 88:24 167:22
 168:10, 15 169:24 170:7
existing 82:11
exists 42:18 97:7, 8
 107:11 114:16 141:24
 145:8 167:18 168:24
 169:6, 7 170:5
exits 79:24
exorbitant 133:2
expecting 9:10 50:11
experience 74:5
expert 100:22
expert-level 157:8
expiration 57:19 58:2
 67:17 107:21 108:5
 156:16
expire 17:18 87:17
expired 53:4 54:11, 24
 95:8 97:7 105:22
expires 64:22 172:23
Explain 64:5 75:15
 167:3

explaining 18:7
explicit 125:3
explicitly 13:4 83:18
 138:25 142:7
export 66:1 93:1 164:4
exported 164:11
exporting 164:15
exports 146:24
express 80:18
expressly 80:14 82:18
 100:12
extent 90:4 92:3, 5 95:3
 101:7 104:23 109:4
 116:16, 17 133:21
 134:10 148:16
extract 17:12
extracting 17:15
extreme 106:1

< F >
facet 126:13
facing 23:4
fact 16:9 22:1, 5 45:2
 50:1, 23 59:8 72:23
 80:17 81:7 83:6 84:3
 89:16 103:22 107:8, 9
 121:12 122:10 123:6
 132:21 134:5 138:15
 145:3 150:21 158:4
 161:12 170:7
factor 78:5
failure 131:18
fair 23:13, 20 24:16
 36:8 52:17 53:17 54:22
 62:10 67:21 71:7
 129:25 131:22 132:8
 134:19 145:7 148:7
 149:4, 11 162:23 166:15
fairly 128:22 141:23
fall 122:22
falls 145:11
familiar 8:12 32:9 75:2
 76:5 85:4, 8
family 6:22, 25
far 25:6 37:13, 14
 105:13 157:17
fashion 12:17 22:21
 32:14 147:18
fault 125:15
fax 33:18 39:23 40:2
 155:17
faxes 10:13 14:14
feature 155:1
February 52:15
federal 148:9
feel 149:6, 7
feet 143:10
felt 103:8
field 35:22
fields 95:21
figured 26:9
figures 166:11
figuring 169:11, 12
file 11:22 12:11 20:5
 23:18 39:1 61:2 75:18
 93:12, 17 114:14 150:11
 158:15, 19 163:12
filed 50:23 68:21 76:23
 79:1 96:19
files 8:23 10:12 11:12
 25:23 76:14 102:4
filling 61:24
filled 143:10
final 9:1

finalized 38:2
finance 60:20 64:3
financial 38:15, 22
 40:19 68:24 130:13
financing 60:21 70:2, 4
find 17:23 18:8, 9
 44:18 53:10 60:12
 102:15 131:19 132:3
 138:18 148:5 149:5
 150:24 167:19
fine 30:11 71:24 82:24
 92:9 112:13 147:24
 168:10
Finish 46:9
First 2:17, 23 5:10 10:7
 16:18 20:16 32:1 57:14
 68:14, 16 84:2 109:19,
 20 119:17 125:25
 133:16 136:15
five 4:14 30:10 35:13
 113:11 118:20 159:13,
 14 168:9
fixtures 144:12
flap 44:1, 3, 4 45:14, 16
 63:2, 5, 9, 17 64:9, 19
 65:7 99:15, 16, 22
 102:24 103:3, 7, 8, 13, 20,
 22 104:2, 19 105:2, 10,
 13 112:16 118:21 120:7,
 15, 16, 18 129:13 156:15
flaps 99:17, 18, 22, 23
flow 10:6
flowing 69:14
focus 24:22 58:4
focused 6:24
folder 91:21 161:18
folders 161:25
follow 40:3 41:10
followed 87:21
following 82:4 84:19
follows 3:6
follow-up 49:24
footer 17:7
force-type 11:10
forever 28:16 55:15
 106:11 111:25
forget 27:21 123:3
forgot 123:1
fork 41:17
form 11:1 12:15 19:15
 23:24 55:4, 21 57:15
 59:5 128:16
formal 10:11 33:24
 41:5 114:18
format 22:3
formation 56:24 62:3
 106:2
formatted 119:10
formatting 119:7
formed 50:25 52:1, 23
 53:7 57:14, 18 101:3
 109:1
forming 57:13 64:24
 128:20
formula 168:25
formulae 122:25
forth 19:13 47:14
forward 15:5 18:18
 37:1 47:16, 18 86:23
 91:4, 25 95:9 131:18
 136:17, 22 139:5
forwarded 31:19 87:9,
 13 88:1, 6 89:1 90:2, 5,
 7, 10, 17 94:21 154:3

160:8 161:14, 22 162:14
 163:9, 18 164:18
forward-facing 16:20
forwarding 29:4 85:3
 86:11 87:1 89:13 90:13,
 21 91:3 152:9 161:9, 17
forwards 161:19
foul 25:10, 12
found 96:7 120:8
Four 4:14 30:9
Fox 6:6, 7, 11, 23, 25
frequently 29:14 48:23
frivolous 72:16
front 7:4 131:15
full 69:2, 24 70:6, 7
 86:1, 3 92:20 93:20, 22
 124:13
fully 70:13, 14
function 74:17
fundamental 32:17, 18
fundamentally 69:1
further 81:5 150:1
 156:25 166:23 171:8
FW 44:3

< G >
Gail 76:9
gained 110:15
gaining 84:6 107:6
garbage 90:20 162:7
gather 27:14
gathered 88:21
general 7:4 18:11, 15
 20:15 38:9 57:9 59:2
 62:16 64:2 154:24
 162:7 167:24 170:5
generality 128:15
generally 13:23 31:18
 34:1 35:8 39:21, 25
 42:23 45:12 47:3 92:3
 133:10
generate 40:12 41:2
 69:16 107:15 108:8
 154:12 155:1, 12
generated 42:8 43:3, 4
 67:22 77:2, 10 113:22
 149:19 154:10, 11, 17
 155:5
generates 77:16
generic 19:6, 24 44:13
 128:22
generically 147:15
getting 32:15 45:21
 64:25 107:5 109:4, 23
 131:24 163:12
give 15:3, 11 17:9
 21:25 43:14 46:2 48:7
 52:14 71:22 72:8, 25
 75:6 79:14 87:12 89:5,
 17 92:23 107:2 132:13,
 15 135:12, 13 137:2, 11,
 17, 24 138:3 140:16, 21
 141:17 143:21 145:7, 12
 159:8
given 10:16 16:6 53:22
 147:14
gives 93:1
giving 83:12, 22 109:13
 156:17 160:9
Gmail 15:15, 25 16:1
 17:1, 10 21:17, 19 22:1,
 4, 10 23:2, 5, 11, 12, 15,
 16, 18, 21, 25 24:1, 2, 7,
 15, 18, 19, 20, 23, 25 25:1,
 4, 21 26:12 27:1, 3 48:6

72:8, 25 74:16, 25 75:16, 19 76:2 77:3, 4, 11 78:2, 22 80:12, 15, 18 82:19 83:13, 19, 21 90:18 92:4, 5, 6 93:8, 13, 15, 16 97:10, 12, 18, 21 98:14 125:20 126:1 136:20 158:5
go 4:15, 16 8:2 13:9 15:3 16:22 17:12, 18 18:7 19:17, 18 23:5 27:13 28:17 29:5, 13, 17 34:15 35:12 38:7 46:9 51:22 56:11 60:9 64:2 68:18 78:2 81:21 122:11 131:18 132:3 142:24 143:9, 21 144:25 146:1, 2 147:12 149:22 151:8
goes 162:8
going 7:14, 25 37:1 42:13 47:13 53:10 56:11 59:17 66:17 68:6 73:3 81:17 83:24 89:15 99:2 101:6 102:11, 15 104:2 118:9 119:2 125:10, 17 131:12, 15 133:14 137:17 140:21 142:19 143:8 146:19 151:9, 20 153:3 155:12 158:19 160:13, 17 161:11, 13 163:8
good 7:16 43:23 52:21 55:18 109:24, 25 110:9 158:24
goods 170:19
Google 22:4 23:7 74:18 75:6, 7, 8, 9 76:5 77:14 78:3 93:13 112:11 115:14 122:17
Google-owned 75:1
gotcha-type 54:5
gotten 9:15 109:10
government 41:10, 11
grammatical 95:12
Grand 1:13, 19 3:1 4:2 170:16, 25 171:2, 3, 7
granted 70:17
Great 67:7 99:22, 23 123:15
greater 36:24
grinding 66:7
ground 139:6
grow 170:14
growth 109:3
guess 26:10 47:20 74:20 104:7 117:10 127:25
guys 30:8 148:3
<H>
half 36:6
halfway 151:6
hammer 36:23
hammering 36:21
hand 7:14 70:22, 23 119:2, 11 125:10 135:22 172:13
handing 140:11 142:11
handles 7:4, 6
happen 5:15
happened 30:7, 8 42:5 48:14 112:11 116:8
happening 13:8
happens 59:10

hard 44:20 122:3 166:11
harm 25:10, 12, 14 26:17, 23, 24 27:2 91:11 115:8, 10, 12 169:7
harmed 25:17 64:17 167:4 169:1
HD 20:22, 23 112:23 116:16
HDI 20:22
head 57:17 66:3 93:14 113:8
heart 9:13
held 149:25 150:2
hell 44:11
Helmut 120:19
help 99:2 131:4 132:15, 17
helps 170:14
HENN 1:17
hereunto 172:13
hey 29:2 31:24 36:12 52:24 87:23 90:11, 14 107:9 112:13, 15 158:19 160:13 161:3 162:10
hidden 167:24, 25
hide 93:18, 19 149:7
highly 147:8
histories 14:4
history 17:19 18:2, 9, 22 19:10 44:19 98:6 102:18 127:25
hold 109:16
holding 6:5 79:16
holds 118:11
hole 46:13
Holland 169:24
home 3:18, 24, 25
honest 89:21
honor 31:25
honored 138:4
hosting 122:17
Hotmail 15:15, 25 17:1, 5, 10 26:4 27:5, 6, 8 28:8, 18 29:15, 24 30:1, 2, 3, 7 31:4, 6, 7, 8, 11, 12, 17 32:3 33:6, 7, 8, 11 34:5, 6, 24 35:5, 13, 14, 24 36:6, 7, 12 37:1, 3, 10, 14 40:2 43:1, 4 44:24 45:8 46:2, 6 47:10, 22 48:7 49:2 52:8 72:9, 25 73:8, 9, 19 77:3, 11 78:22 80:12, 15, 18 82:18, 20 83:19, 21 86:7 87:8, 13, 22 88:5, 25 89:1, 12 90:5, 19 91:15, 18 93:9, 24 97:10 98:16, 21, 25 99:20 100:1 102:1, 5, 7, 8 112:20 125:20 126:1, 5 136:3, 20 137:7, 24 139:13, 15 140:17 141:19 143:3 150:6, 12 151:2, 24 152:8 153:11, 16, 24 154:11, 15, 16, 19 155:2 158:5, 13 160:5, 8, 13, 17, 21, 22, 25 161:11, 14, 24, 25 162:13, 16 163:10, 15, 18 164:8, 11, 12, 16, 19, 22 165:3
hour 29:4
hundred 22:25
hundreds 21:13 54:2

88:19 145:17
hurt 167:15 168:23
hypothetical 58:22 151:11, 16
<I>
ID 81:13, 15
ID.23 81:24
idea 25:15 26:11 37:16 113:8, 18 141:12, 22, 23
identical 54:18 98:25
identification 148:17
IDENTIFIED 2:8 148:25
identify 26:17 133:5 134:4, 5 139:17 146:6 147:18
identity 167:14
II 114:5
illiteracy 68:24
images 19:18, 21 120:1, 3, 7, 10 111:20, 22 123:22 125:4
IMAP 85:6, 7
immaterial 61:10
immediate 30:11
Immediately 28:4, 6 65:1 84:16, 19
implied 139:9, 11
imply 131:21
import 45:12 63:4, 13 103:5 129:14, 15 157:15 158:1
important 14:3 68:5 168:22 170:10, 12
imported 44:6, 7 129:13 156:16
importing 164:16
imposed 52:17
impossible 35:2, 4 61:6
inadequate 25:15
inbox 161:25
inch 44:2
include 59:10 82:3 99:12 106:3
included 83:17 99:19 101:17
includes 7:21 58:20 80:15 82:2
including 11:11 56:24 64:24 76:14 82:6 83:7 96:7 100:2 126:11 144:10
inclusive 77:11, 19 144:19 147:3
income 20:9
incomes 79:3
Incoming 14:14 28:9 73:10 74:5, 7, 9 75:13 85:4, 9
incomplete 38:23 46:11
Incorporated 20:23
incorrect 23:19 77:6 97:13
incredibly 22:9
independent 112:11
Indiana 170:22
indicate 17:9 18:13 35:23 44:5 63:5, 16 64:20 73:23 80:14 83:20 93:3, 7 101:6 113:5 114:7 127:6 131:24 136:15 142:19 143:2

indicated 10:7 22:16 24:22 25:3 27:6 31:14 32:21, 22 34:2, 16 35:22, 25 45:15 47:25 53:3 60:12 61:21 64:8 68:7 69:21 73:19 74:16 77:3 78:5, 12 87:7 94:10 98:15 113:2 115:25 117:23 132:18 155:9 159:22
indicates 57:3 65:12, 15, 19 77:1 80:2 83:11 96:13 97:22 122:8 125:25 157:16 159:6
indicating 37:22 44:22 47:7 74:23 86:5 98:15 115:8 137:5 138:19 141:18 142:20
indication 33:17 48:8
indications 67:19
indicative 93:25 123:1
indicator 52:21
indirectly 60:19 63:22
individual 163:4
INDUSTRIAL 1:5 2:9, 15, 21 5:20 6:5 24:16 43:17 51:1 52:5 57:8 154:25
Industrial's 157:24
industry 18:6 168:3, 5
Inefficiency 41:12
info 29:9 136:17, 22
info@lehighvalley 28:23
info@lehighvalleyabrasive s 16:17
info@lehighvalleyabrasive s.com 18:16 29:20 136:22
information 10:14 11:2, 11, 16 12:13, 15 13:7, 24 14:3, 7, 11, 24 17:6, 13, 15, 20 18:21, 25 19:1, 4, 11, 21, 22, 23, 24 21:1, 6 22:5 24:7 25:25 26:2, 4 27:14 33:1 34:1 35:5, 12 38:15, 18 39:9, 17 40:14, 24 41:9 42:23 43:7, 12, 15, 23, 24, 25 44:19 45:10, 17 46:3, 12, 16, 18 47:16 50:22 54:21 62:4 63:12 66:24 68:12 73:11, 21 74:7 75:17 76:4, 7, 10, 12, 14, 24 77:16 78:17, 25 79:6, 8, 21, 23, 24 82:10 88:21 97:24 98:4, 6 99:12 101:7, 10, 13, 16, 20, 22 102:22 104:12 105:5, 15 106:2, 7 107:18 109:17 110:11 111:11 113:23 114:1, 3, 4, 6, 17, 20, 22, 24 115:1, 2, 5, 13 116:9, 12 117:3, 5, 6, 18, 23, 25 118:1, 3 122:16 126:24 127:3 128:7, 14, 16, 18 129:9 130:11 133:11 135:13 137:22 140:5 147:9 150:11 153:15 154:13, 17 156:9, 12 158:23 160:14 161:20 163:12, 13, 14 164:12 169:9, 10, 15, 18, 20, 21 170:10
infrastructure 65:1

infrequently 28:12
infringing 115:9
initial 32:2 69:11, 18 145:5
Initially 21:13 87:1 128:8
input 96:9
inquiries 73:11 74:9 77:13, 18
inquiry 40:2
inserted 166:7
instance 72:3 106:25
instances 31:19
instructions 87:21
insufficient 107:20
intangible 9:23 132:10
Intangibles 82:5 122:13 132:18 166:10
intellectual 10:4, 5 52:19 54:14, 17, 20 71:13, 20 82:13 94:1 95:10 99:11 113:25 114:2 122:21, 23
intend 132:6
intended 17:16 27:24, 25 101:8
intent 25:13, 14 26:1 61:1 166:17
intention 17:16 18:17 141:4
intentions 58:23
intents 61:3
interacted 164:13
interacting 126:11
interactions 22:8
internal 85:2
international 165:13
Internet 28:16 34:7 127:3, 8 167:20
Internet-based 170:21
interpret 61:15 157:7
interpreted 10:25
Interrogatories 2:17 127:2
Interrogatory 126:19 128:19 129:16 130:6 133:3, 9 134:1 144:3
interrupt 126:12
introduced 80:21 150:25
inventory 10:2 63:10 156:23
invest 60:19 156:22
investing 63:23
investments 6:22
invoice 40:16 41:15, 16, 18, 22, 23 42:8, 9, 10, 11, 13, 16, 17, 18, 21 43:3, 4 149:18 154:16 155:13
invoiced 40:14
invoices 42:25 43:8 154:10 155:1, 4, 15
invoicing 40:21 154:9, 21
involved 3:16 47:3
involving 5:20 23:25
Irrelevant 162:4
irreparable 115:9
irresponsible 117:14
ish 4:14
issue 23:12, 14, 16, 17, 19, 20, 25 24:11, 13 25:2, 10 30:14 40:11 41:25 52:18, 19 106:5 112:14, 15 151:17 158:20 167:12, 13, 21

issues 71:20, 21 132:14
 148:16 151:1
issuing 63:25
item 33:21 39:15 40:10
 41:19 138:23 141:14
 145:22
items 32:8 82:21
 122:19 149:17
its 65:21 75:21, 23
 80:25 114:21 122:11
 129:2 153:7
IV 116:22

< J >
JABOUR 1:23 172:8, 21
January 64:21, 23 65:2
Jersey 33:2, 4 72:20
 94:20 128:4, 7
John 41:3
jpeg 8:23
judge 151:8, 10, 14
jump 72:18 170:15
jumped 169:14
jumped-skipped 169:14
jumping 130:6 133:3
June 146:4 147:14
 148:24
junk 29:5 91:2 161:9
 162:5, 8
Jury 2:10

< K >
Kent 4:4, 5 5:3 172:5, 9,
 21
kept 31:1 161:18
kill 60:5
kind 9:1 28:24 33:3
 75:5 125:20 129:20
kinds 53:22 153:19
 162:2
Klaviyo 164:3, 7
knew 72:8, 12 105:14
 157:15 168:12 169:23
know 5:10, 15, 18, 19
 9:10 10:2 11:2, 10, 13
 12:7, 19 13:21 14:4, 6,
 22 15:4, 5, 8 17:17 18:2,
 4, 7, 19 19:13, 20, 25
 20:15 21:9 22:24 23:6
 24:6 26:13, 15 27:21
 28:10, 12, 15, 24 29:2, 8,
 9, 11, 17, 19 30:8, 9, 10,
 15 31:20, 23, 24, 25
 33:23 34:23, 25 35:19
 36:22 37:13, 15 38:5
 39:5 40:5, 19 41:1, 20
 44:15, 18 45:2, 10, 12, 14
 48:21 49:3, 15, 23 52:25
 54:2 55:10 56:9 57:13,
 15, 17 58:8, 21 59:7, 19,
 21, 25 61:1 62:15 66:3
 69:13 72:19 73:12, 14
 74:2, 12 78:6, 8 79:9
 81:6, 18 82:15 84:21
 85:16, 25 86:8, 11, 12
 89:14 90:18 91:1, 8
 92:9, 21 94:14, 22 97:5,
 7 98:11, 22, 25 99:4, 24
 102:8 104:8 107:11, 24
 109:7 111:8, 10, 23
 112:17 113:3 116:4, 10,
 14, 16, 17 117:10, 11
 119:22 120:12, 13, 21
 122:1 125:1, 7, 8 126:22
 127:4, 10, 11 128:4, 6
 130:9, 24 131:7, 16
 132:16 133:22 134:4, 12
 137:3 138:23, 25 139:21
 140:7, 8 141:13 144:20
 145:5, 12, 18, 21 147:19,
 25 148:13 149:2, 9, 15
 150:15, 18 154:1, 4, 6, 22
 155:24 156:3 157:1
 158:3 161:17 162:5, 6, 7,
 8 164:13, 24, 25 167:17
 168:18
knowing 144:3 168:24
knowledge 13:4 26:20
 62:8 102:11 105:22, 25
 107:6, 14 110:11 139:5
 157:8 167:18, 20 169:7
 170:11
knowledgeable 7:9
known 71:9, 17 93:20
 105:13 169:8, 10
knows 131:9 169:5, 6

< L >
label 105:17 157:20
 168:1, 2
labeled 54:16 99:13
labeling 170:12
lack 147:6
lacking 19:5
Lake 1:21
Langlois 4:10, 12
language 51:11, 13
 122:18
large 11:9 13:16 23:8
 75:17 88:8 165:16
largely 149:9
larger 33:23 107:7
late 131:8, 17 140:15, 20
launch 58:23 65:1
launched 32:20 57:18
 58:25
launching 56:25 59:3
law 114:19
lawsuit 21:24 72:17
 91:10 158:15, 19 159:25
lawyer 155:21
lay 156:6, 21 157:6
layer 49:5 77:8
layers 77:7
layman 121:17
layperson's 155:23
lead 40:7
leap 122:3
learn 52:7 169:18
learned 47:21 93:22
 168:12 169:18
left 3:25 18:16
legal 109:19 121:15
 148:10 168:22
Lehigh 2:13 42:11
 45:11 50:8 51:2 52:5, 9
 63:3 77:1, 9 78:21 87:5,
 9, 14 88:6 89:2 90:23
 91:25 96:3, 14 99:14
 100:12 106:12 108:22,
 23 109:1 110:18 112:3,
 16 120:25 121:4, 6, 11
 122:14 136:21 139:18
 143:14, 15 144:9, 14
 152:15 153:10, 23 158:7
 159:7 160:22 164:9
 165:20 167:6 168:8
lehighvalley 29:9
lehighvalleyabrasives.com
 16:12, 13, 16, 22 121:9
length 31:1
lengthy 151:1
LESPERANCE 1:17
lets 107:7
letters 96:16
lev 110:9
LeVasseur 1:21 2:4, 6
 3:8 7:13, 17 8:6 10:21
 13:13 19:16 20:7 22:15
 23:10 24:1, 5 34:11, 14
 36:2 37:8 49:16 53:24
 54:8 55:2, 8, 14, 23 56:2,
 3 59:23 60:3, 5, 8 61:12
 66:12 67:1, 4, 8 70:21
 80:22 81:1, 5, 17 82:17
 85:15 90:4 91:5 106:17
 110:13 113:12, 14 118:8
 119:1, 19 125:14, 16
 131:20, 23 133:23 134:9
 135:21 137:1 140:10
 141:6 142:10 143:1
 146:14, 17, 19 147:1, 4
 148:8, 21 149:24 150:1
 163:21 167:2 168:19
 171:8
level 5:14 106:25 108:6
leverage 109:4
leveraging 108:21, 24
 109:2
libraries 82:12 122:20
license 82:13, 14 122:1,
 20 124:14, 20, 21, 22, 24
 125:1, 2, 3
life 12:22 168:4, 6, 7
lifted 55:20
lifting 68:8
light 16:1
likewise 92:3
limitation 82:3
limited 9:17 53:13
limiting 54:22
line 39:15 61:5, 8, 9
 113:10 167:7
link 75:7 97:6
linked 23:7 29:16 38:1
 75:11
linking 75:14
links 97:6
liquidate 130:20
liquidated 68:1 113:20
 130:2, 3, 23 131:1, 3
 132:20 133:2 135:7, 9,
 12 166:4, 6, 15
list 10:8, 10, 15, 17, 24
 11:1, 2, 4, 21 26:5 46:7
 53:14, 20 54:2 65:11, 18
 92:14, 15, 16, 20, 24
 101:11, 12, 17 102:19
 112:10, 19 116:1, 3, 7
 128:13, 14, 15, 17 133:6,
 8, 10, 24, 25 134:7, 10
 146:23 150:6, 11, 16, 21
 164:11
listed 57:1 74:3
lists 9:18 12:25 66:15
 68:13 76:13 110:11
 118:2 128:11 156:7
literally 23:7 36:5
 92:19, 23 95:18 110:16
litigating 5:17
litigation 3:15 4:21
 5:20 7:8 16:4 23:13
 25:2, 11 68:14, 16
 109:16 128:3
little 8:7 18:10 30:18
 47:13 69:12 75:4 86:2
live 163:13
lived 151:22
living 50:12 93:5
LLC 1:5 5:25 6:5, 6
 57:14, 15 129:11, 12
LLC's 2:9, 15, 21
local 4:1 5:1, 2 44:7, 16
 78:14
locally 33:1
located 10:11 170:16, 24
location 171:3, 4
locations 170:18
locked 27:23 84:3, 5
log 78:1
login 137:11
log-in 78:2
Long 1:21 15:8 18:17
 28:10 31:2 36:21 50:15,
 16 84:18 89:13 101:5
 104:25 131:9 155:8, 9
 157:12, 14, 25 158:24
 159:4 165:22 169:19
longer 33:9 52:16
 85:13 86:15 90:17 95:5
 112:25 132:4 152:14
 159:5, 7 167:5
look 7:18, 25 17:19
 18:2 21:3 36:3 37:23
 43:6 44:12 52:22 58:24
 88:18, 20 94:4 95:9
 96:10 97:8 110:16
 143:25 148:4
looked 38:17 43:8 88:4
 96:19 128:2
looking 17:23 18:5
 34:21 43:6 45:3, 14, 16
 74:20 78:24 80:4 81:8,
 16 83:11 86:17 88:13
 144:16 146:11 159:5
looks 8:1
lose 48:7 97:20
loss 108:12 117:15, 16
 131:10 132:7, 11
losses 130:13 132:1
lost 25:1 37:10, 14, 19
 46:20, 25 48:6, 8, 17, 19
 60:21 61:7 112:21
 115:18 116:4, 14 117:11
 126:2, 3
lot 29:5 36:19 55:13
 69:11 90:19 154:9
 155:8 156:15 170:4
lots 61:2 106:24 141:5
 162:18
love 111:1
low 107:2, 8
lump 39:6, 7
LVA 16:14 96:13, 16

< M >
Machine 127:20 128:2
machinery 51:3 52:2
 62:24 101:5 120:20
 143:15 144:11, 15
machines 66:6 120:19
macys.com 91:1
mail 8:14 29:5 91:2
 161:9 162:5 163:12
 164:17
Mailchimp 164:4, 7
mailing 164:3
maintained 76:8 150:15
maintaining 128:10
major 165:13
majority 78:11
making 25:22 26:8
 66:18 78:24 91:12
 96:22 117:9 146:8
 153:4 156:22
manage 6:22 60:19
 63:24
management 6:25 23:3
 31:22 47:12 49:2 60:21
 64:3 74:18
manager 7:4, 6 72:19
managing 63:25
manipulation 29:12
 152:20, 24 153:1
manufacture 101:4
 120:15, 16
manufactured 105:20
 157:11 165:5
manufacturer 100:9
 103:8 105:10, 18 120:18
 165:7, 17 167:25
manufacturing 118:21
 120:7 157:3, 9
March 35:14 36:4 94:6,
 16 95:7 126:14 140:15
 150:22 159:10
mark 7:14 118:9, 23
marked 7:12, 15 70:20,
 23 118:7, 25 119:2, 13
 125:13 135:20 136:24
 140:9, 11 142:9, 11, 21
Market 1:13, 18 26:4
 103:13 105:16 167:18,
 20 170:5, 10
marketed 52:8, 20
 105:16 116:17 143:14
 144:9, 14 147:9
marketing 17:6 28:14
 52:23 100:21 102:25
 103:24 108:25 111:11
 113:23 115:6 164:16
 165:2
mass 112:18
mass-market 112:10
match 39:12 132:9
material 99:24 106:2
materials 9:20 99:18
matter 31:2 72:23
 125:11 144:23
matters 140:3
MAUREEN 1:23 172:8,
 21
mean 10:22 13:20
 19:22 23:16, 24 30:14
 32:8 40:4 42:11 45:4
 49:25 51:16 55:12 63:8
 72:6, 7, 16 75:16 80:21
 85:11 95:11, 18 96:18
 101:8 109:21 119:8
 129:2 130:9 134:20
 136:22 137:20 141:3, 14,
 22 145:10 152:24
 154:12, 19 155:16
 165:10 169:17
meaning 10:10 11:5
 32:9 39:15 40:10 95:13
 163:4 169:24
means 37:11 38:8
 39:23 45:12 95:21
 114:19 136:18 153:9
 163:23
meant 11:3 95:13

131:21 157:7
measure 115:17
measuring 52:4
mediation 66:15
mediator 66:24 131:15
medical 50:3, 5 73:21
meet 8:18
meeting 8:16
member 5:23 6:5, 7, 9
members 6:2, 4 31:20
49:3
memorized 66:5 89:24
memory 48:9 79:11, 25
mentioned 38:25 48:22
61:7 94:12 130:3 152:6,
8, 13 153:13, 21
mentioning 151:18
merchant 69:7 75:8
mere 76:13
merely 58:8 61:21
108:10
message 18:13 29:7
87:3 90:11, 14 152:13
161:14, 16
messages 29:1
messy 69:12
met 8:16
Metabo 110:16 170:6, 7,
8
metadata 96:13, 17
metal 144:11
metalworking 51:2 52:3
method 34:2 76:3 85:9
98:22 164:2 169:11
methods 50:10 98:21
MICHIGAN 1:2, 14, 19,
22 3:1 156:4 170:22
172:4, 9, 22
Microsoft 77:15 82:15
85:5 153:7 154:19, 22
Microsoft/Hotmail 82:16
middle 141:13
middleman 100:8
migrate 13:21 33:2
36:11
migrating 12:20 13:22
migration 13:8, 14 14:2
military 41:4
million 117:11
mind 57:5
mine 137:25 139:8
141:10
minimum 98:12 121:25
123:24 124:2 135:6
minor 22:9
minus 159:23
minute 56:12 135:24
137:2
misappropriation 116:22
Miscellaneous 122:19
mischaracterization 84:5
106:1 139:16
mischaracterize 10:22
misconstrues 10:19 34:8
84:18 106:14 110:4
misrepresented 122:5
missed 142:24
missing 138:21 141:21,
24 146:4 160:14
mistake 51:25 93:7, 9,
10, 18, 20
misunderstood 34:18
mode 119:15, 22
moment 24:3 36:25

139:7 142:14 149:23
Monday 159:7
monetary 151:17
money 31:23 69:14
151:19 163:14 169:12
monitor 48:22, 23 153:5
monitored 37:17, 19, 22
90:15 152:14
monitoring 153:11 161:7
month 35:14 36:4 39:8
159:16
Monthly 48:24
months 15:9 30:9 48:2
131:14 158:2 159:4, 13,
15
morning 22:11, 16 80:12
92:12
mouthful 16:15
move 45:21 47:16, 18
moving 55:13
multiple 10:12 17:7
36:20 55:25 90:9 99:15
153:5 157:12 165:24
multitude 33:25
Muth 146:24, 25
mutual 33:14 66:14
159:3
mutually 166:9

< N >
name 3:9 4:8 5:21
18:19 20:15, 16, 17, 18,
21, 23 36:24 41:3 42:21
57:4, 13, 14, 18 58:1, 9,
12, 19, 24, 25 59:2, 10
61:22, 24 62:1 96:4
110:14 112:12 122:14
146:25 165:11
names 3:19 14:5 115:5
122:25
name's 57:16
narrow 128:24
native 155:1
nature 18:6 37:11 50:8,
17 51:4 52:6 53:2 57:9
65:22 67:24 68:23 69:5
93:4, 20, 22 109:7 112:9
129:2 130:9, 18, 22
132:21, 22 134:5
near 14:17
necessarily 17:16 19:3
20:13 42:21 49:3 98:20
128:16 141:14 159:22
necessary 82:7
need 18:2 41:7 56:9
91:9 92:7, 9 109:20
148:16
needed 17:13 22:20
23:5 43:8 69:11 82:10
122:16 153:14
needs 138:25
negative 48:18
negotiate 107:13 108:1
166:4
negotiating 157:1 166:17
neither 60:18
Netherlands 120:15
169:25
never 21:21 25:1 46:19
48:6 75:13 84:14
105:16 107:22 109:25
110:8 112:5 119:14
124:17 128:12 137:23
140:22 162:12 164:12
168:15 170:1

new 15:7 28:19 33:1, 4
69:15 72:20 85:20 86:4
94:20 105:1 107:1, 14
108:9 110:19 117:17
128:4, 7 132:12 138:13,
14, 15 153:2 170:13
newsletters 28:14
nicely 8:24
nightmare 13:23
nine 45:22
non-compete 49:7, 10
50:6 51:7, 24 52:17, 18
53:4, 8, 16 54:10, 19, 22,
25 55:6, 15 56:4, 7, 12,
14, 15, 17, 22 57:3, 11, 20
58:2, 10 59:11, 14 60:9
61:23 62:9, 18, 25 64:21
66:2 67:12, 13, 19, 23, 25
68:9, 11 71:7, 12, 15, 19
93:3 95:3, 7 103:2
104:25 105:22 106:10
107:22 108:6 111:25
112:2 129:3, 8 130:18
135:6 156:17, 20, 21
157:4, 7, 16 166:7, 10, 16,
19
non-competes 51:12
non-competing 110:21
noncompetition 60:15
non-competition 103:1
166:1
non-exclusive 54:1
nonprofit 127:22
nonstock 40:9
non-stock 41:19
Notary 172:8, 21
note 13:24 61:4 70:9,
11, 15, 17, 19
noted 66:13
notes 70:8
notice 9:22
notices 109:16
November 126:4 135:23
136:2, 6 159:14
nuance 68:7
number 19:6, 9, 24
29:15 33:23 36:18
39:11, 12 44:14 46:24
66:7 81:14 84:24
116:25 125:18 126:8, 20
129:20 135:13, 14
142:12 143:9 146:13, 22
149:1, 14 151:25 161:8
167:3 170:9
numbers 9:19 14:6
39:12 44:13 82:6
122:14 142:18
numerous 152:9
nut 99:17

< O >
object 133:14 168:17
Objection 10:19 14:8
19:15 22:12, 23 23:24
34:8 35:16 37:5 49:13
53:18, 25 55:1, 4, 21
59:17 84:17 104:10
106:14 110:4 131:12
133:18 140:25 163:21
objections 131:16
objective 59:5
objectively 149:2
obligation 50:20, 24
128:21 129:1, 5

obligations 49:10 56:6
148:13
obtained 14:13 28:7
126:15
obviously 5:19 8:11, 17
13:20 35:8 43:13, 21
50:11, 19, 21 55:16 56:6
71:12 84:24 85:1 90:6
93:4 99:10 113:24
occasionally 44:12
occasions 4:18
occur 40:25 49:23 56:7
69:11, 17, 18
occurring 86:11 94:15
occurred 8:19 9:3
37:16 46:10 53:9 68:25
69:7, 19 79:22 85:10
86:14 89:14 90:10
93:21 94:14 107:18
157:23 160:1 161:5
occurring 12:24 13:5
39:15
occurs 49:3, 4 157:2
October 8:11 49:20
56:23 66:18 67:11, 17,
18 158:7 159:14 165:20
office 6:22, 25 7:1
31:20 72:19 86:25
155:18 171:6, 7
offices 90:22 171:1
official 153:10 154:3
offline 39:13, 14 40:8
41:1, 2 42:10 43:5
96:24, 25
off-the-shelf 105:2
Oftentimes 45:10
oh 18:9 28:17 44:12
45:10 54:4 71:23 89:7
125:2, 15 135:17
Ohio 170:22
Okay 3:22 4:17 5:19,
23, 25 6:4 7:8 8:7 10:7
11:15 12:9, 15 13:8, 17
14:10, 16 15:23 16:4
17:9 18:21 20:8 21:17,
18, 24 22:10 23:20
26:10, 16 28:7 29:21
30:20 32:3, 11, 14, 16
33:5 34:11, 21 36:3
40:19 44:22 45:24 46:7
51:19, 21 56:11 57:4
58:4 59:6 60:2 61:11
62:6, 12, 23 63:12 64:12
65:10, 14 66:9 68:20
71:4 74:2, 20 75:24
76:2, 22 78:24 79:5, 13,
23 80:8 81:15 82:18
83:15 87:12 89:15, 21
94:5, 16, 24 98:5 99:22
100:19 101:6 104:5, 17,
23 105:21 106:10, 18, 22
108:10 109:23 110:14
111:13 116:14 118:4
119:23 121:20 123:7, 13,
14, 15, 17 124:8 125:24
126:21 127:1 128:2
132:24 134:10 135:12
136:1 137:4 138:9
139:11 144:5, 24 145:1,
14 146:18 147:11 148:6
151:5 154:25 155:4, 11
157:14, 22 159:1, 11, 24
163:2, 15 164:18 165:9
168:10, 23 169:13, 21

old 69:15
omitted 61:5
once 28:11, 15 32:20
40:24 41:19 85:12, 17
116:23
OneDrive 154:22
one-inch 44:3
ongoing 131:14
online 12:4, 5, 6 29:16
33:1 37:25 38:20, 25
39:7, 8, 13, 18, 22, 23
40:3, 7, 10 41:1, 6, 24
42:9 43:5 51:4 54:3
74:12, 25 75:21 77:12,
14, 19 78:13 100:15
149:21 162:6
on-premises 12:5
Open 151:1
operate 22:19, 20 60:19
64:1 82:7, 10 122:16
operating 18:11
operation 60:21 64:3
opinion 168:21
opportunity 36:24
opposed 7:1 11:2 12:16
21:12 34:6
opposing 162:19, 21
opposite 151:23
optimization 75:7
122:19 132:11
options 109:20
oranges 169:2
order 12:1 16:23 18:25
19:5 20:4 22:20 26:4
28:11, 12 29:22, 24 30:2
31:4, 15 32:1, 3, 6, 7, 11,
13, 14 33:6, 8, 12, 16, 17,
18, 20, 24 34:19 35:21,
22 36:12, 14 39:1, 4, 16
40:1, 2, 10, 11, 12, 13
41:6, 14, 15, 16, 17, 18, 22,
23, 25 42:1, 2, 3, 5, 16, 24
63:25 67:16 69:18
75:13 81:7, 11 88:25
107:8 130:10 153:3
163:9
ordered 18:23 21:3
104:21
orders 14:15 18:14
28:9, 20 29:10 30:12, 17
32:7 34:6, 17, 24 35:13
36:1, 4, 13 37:2, 9, 13, 24
38:25 39:6, 13, 19, 22, 23,
24 40:8 69:10 73:10
74:10 77:12, 18, 22
78:21 90:12, 16 91:4, 14
92:5, 6 153:22 158:22
161:9
orders@lehighvalley
28:23
ordinary 13:8, 17, 20
organism 93:5
organizations 165:16
organize 8:25
original 9:19 114:19
115:15
originally 88:5 96:19
originated 160:20
outgoing 90:11
Outlook 36:19 85:5, 23
153:8
out-of-office 18:13 87:3
90:14
outside 148:12

overlap 101:14, 18
overpriced 96:1
overseas 99:25 100:2
oversimplification 100:11
owe 151:19
owed 128:21
owned 16:21 43:14
86:13 123:22 124:17
134:18 136:13 141:19
168:8, 14
owner 114:6 125:4
ownership 60:20, 25
64:3 72:5 114:20
120:10 121:4 122:22
140:22
owns 121:20 122:3, 8

< P >
P&Ls 39:3
P35981 1:21
P76640 1:18
PAGE 2:2 7:24, 25
40:5 81:13, 14, 15, 24
96:15 100:21 109:1
110:17 119:17, 20, 21, 25
122:13 125:22, 23 126:4
128:9 136:15 137:10
142:20 150:25 151:6, 7
pages 17:8 96:17 119:5,
16 146:2 147:15 172:10
paid 41:24 42:14, 15, 16
69:24 70:5 112:17
paper 143:11
paragraph 60:15 61:6
71:2 73:7 74:3, 20
75:15 76:12, 22 77:1
83:16, 20 86:17, 20 87:6
92:11 93:7 94:4 95:9
97:9, 22 113:15 114:5
115:8, 11, 24 116:20
117:20 122:13 126:8
129:16, 18 130:8 134:25
135:1 143:13, 25 144:7,
8, 13, 18 145:2, 6, 16
146:5
parse 153:7
parsed 79:10
parsing 49:22, 25
part 12:9 13:22 19:6, 9,
24 33:23 39:11, 12 41:6
44:13, 14 56:14 57:12
60:23 61:13 65:19 77:5
83:8 88:12 90:13 91:2
93:10 101:23 110:2
111:23 121:14 125:9
128:6 131:18 158:22
168:7
Partial 19:23 66:19
participate 60:20 64:2
participating 64:4
particular 18:22 114:1
128:25 158:20
partnership 15:1 30:15
parts 54:3 100:1
party 4:21 109:21
162:19, 21
passed 84:10
passing 158:22
password 12:1 27:21
28:2 29:17 48:20 83:22,
25 84:7, 25 85:16, 17, 18,
19, 20, 23 86:5 93:8
97:18 98:14 126:6
137:11 138:11 160:3

passwords 27:20, 23
29:16, 20 82:9 83:21
84:16 97:11, 20 98:13
122:15
paste 94:23 95:19
path 28:25 35:22 40:25
41:16
paths 11:5
pathway 40:20
Pause 13:11 144:8
pay 70:7, 13
paycheck 6:13
paychecks 6:21
paying 69:2, 9, 15
payment 20:9 70:7, 9
PC 1:20
pdf 8:24 28:15 33:24
pending 131:9
pens 114:14
people 16:18 18:14
28:21, 25 29:12 33:25
36:11 41:9 45:21, 22
116:6 132:3 163:7
164:5 165:11 170:21
171:5
percent 22:25 26:13
30:25 77:1, 9 78:8, 9, 13,
14, 21 96:6 107:3, 5, 6,
11 111:21 132:25 133:1
Perfect 67:3
perfected 114:9
perform 38:2, 12 157:25
performed 38:22
performing 100:14
period 17:21 28:24
29:5 30:21 32:2 34:22
36:16 38:19 43:13
44:21 47:15 48:3 49:19
53:4, 8, 16 54:5, 10
56:23 60:17 62:19 63:1,
17 65:6 66:2 67:14, 20,
23 69:6 79:21 84:9, 11
85:12, 25 86:12, 15
87:18 90:17 91:19
92:23 93:3 95:4, 7
102:23 103:1, 2 104:25
105:8, 22 106:10 111:15
153:13, 22 155:7, 11
157:9, 13, 14, 17 159:1, 2,
24 160:7, 12 161:5, 23
164:20 166:2 168:9
periods 90:10 98:17, 18,
19, 21 152:10
permanently 11:18, 20
18:17
permission 124:6, 9, 11,
23 125:1
person 8:14, 21 90:21
107:14
personal 3:18 14:23
15:4 17:6 31:8, 10
73:20, 21, 24 74:1, 5, 7
83:2 86:9 102:9 136:4,
16, 19 137:6 138:13, 15
139:2, 12, 13, 14, 17, 20,
23 140:2, 3 153:15
155:18 158:12
personally 35:9 66:5
personal-use 159:2
person's 5:11 20:18
perspective 47:4 56:8
phone 9:19 14:6 17:6
33:19 35:25 40:2 74:12
82:6 142:18 155:17

photo 123:22
photograph 114:12
Photographs 115:3, 4
121:13 122:8 123:13, 19
124:6, 16, 23, 24
photos 115:19, 22 118:1
120:12, 13, 14, 21, 22
122:1, 2
phrase 101:8
physical 9:24, 25 12:5
114:7 127:7 170:19
picture 79:10 127:23
pictures 95:14 118:13,
15, 18, 19, 21
pieces 55:13
pile 148:5
pills 162:8
pinged 90:22
pinpoint 80:5
place 52:7 61:7 65:1
76:4, 7 87:15
Plaintiff 1:6, 17 2:9, 15,
17, 21, 24 4:6, 7
plaintiffs 126:11
plastered 96:3
platform 12:21 19:2
34:7 43:18 52:2 75:8
78:13
platforms 13:21 23:4
28:14 32:23 77:12, 14,
20, 22, 23 79:9
please 3:9 15:3 29:2, 8
36:13 80:15 87:24
90:12, 15 142:14 161:3,
8
plenty 30:18
plus 106:4, 5, 6 159:14,
23
PM 113:13 171:10
point 14:21 18:12 29:6
37:7, 19 53:20 59:14
61:7 72:18 76:20 78:12
80:16 91:16 100:14
103:24 104:1 105:17
107:13, 25 130:12 131:9,
25 138:6 147:5 148:10
152:6, 13 157:9 158:16
161:1 165:25 167:9, 11
policy 163:11
polishing 66:7
Pomfret 7:7
poor 72:22
POP 85:7
portion 9:23 77:19
113:20
position 62:5 105:21
136:12, 14 168:10
169:25
positive 15:22 30:25
possession 66:16 145:9,
22 149:3
possibility 122:6
possible 21:1 37:13
46:19, 22 154:7
Possibly 87:16
potential 160:25
potentially 3:17 32:13
49:23 54:3 63:14 98:17
110:10 127:5 156:7, 9
164:2
power 144:10, 19 147:23
149:20
practice 53:7 65:23
154:24

practices 53:5, 6, 9 64:4
65:3 157:25
prenegotiate 107:9
prepaid 70:2
prepaying 70:19
prepayment 70:3
prepping 64:24
presenting 117:9
press 30:14
presumably 75:20
presume 134:23
pretend 110:21
pretty 43:24 44:20
52:20 57:8 109:7 119:7
165:15
prevent 59:15
prevented 49:18 84:6, 8
95:5 97:9 103:18 105:9
previous 11:12 13:6
14:4 15:6 17:19 19:10
22:6 38:17 69:10 78:15
107:12 142:15
previously 61:21 73:19
74:16 84:13 87:6 98:23
117:23 125:21 133:6
143:19
price 31:25 68:13 69:2,
20 70:6 98:7 100:14, 15
102:19 103:24 104:1, 10
106:25 107:13, 25 108:6,
8, 10 110:11 157:1
167:9, 11
prices 98:7 107:7
pricing 31:21 73:11
95:14, 24 97:25 104:14,
16 106:6 109:5 156:12
primarily 23:3 39:5
73:9, 16 75:14 144:10
primary 9:21 73:15, 20,
23 74:2
print 96:21 127:10
prior 3:19 4:21 10:20
34:8 41:17 42:16 43:21
53:21 57:19 58:2 65:3
66:14 70:5, 13 84:18
100:5 106:15 107:21
108:3, 5, 15 110:5
156:16 157:2 160:1
private 54:16 105:17
168:2 170:12
private-label 63:2 165:8,
17, 19
private-labeled 169:8, 9
privately 99:13
probably 9:12 15:10
23:19 25:23 31:18 32:7
51:20 63:23 79:9 81:9
92:16 95:13, 16 96:15
101:14, 18 104:7 105:25
106:24 109:8, 20 113:22
117:14 121:15, 24 132:5
141:23 143:8, 10 158:24
problem 15:3 18:3
24:15 45:18 46:10, 25
49:3, 5 51:21 99:10
105:3, 4 106:9 109:23
112:11
problems 22:11, 13, 15
23:5
proceeded 15:5
proceedings 13:11
171:10
process 28:10 31:14
32:6 39:6 41:6 80:3

91:3 114:15 118:22
120:7 154:9 157:9, 25
processed 32:4
processes 10:5 41:10
123:1
processing 153:21
Produce 143:12 144:2, 6
149:16
produced 90:3 128:23
138:18 143:18, 19 145:3,
4
producing 148:2
product 17:4 18:3, 5
19:1 20:8, 9 21:5, 7, 8
32:12 35:14 42:7 44:2,
7, 8, 10, 15 45:11, 21
46:14 54:18 60:14 64:5,
7 65:7, 18, 22 66:15
95:25 97:24 98:7, 22, 24
99:1, 8, 9, 12, 15 100:8,
11, 14, 21, 23 101:4
102:18 104:13, 15, 17, 19
105:4 107:25 108:7
110:22 115:5, 22 118:3
129:14 154:19 157:4, 19,
21 158:1 165:12, 13
167:4, 7, 10 168:1 169:3,
4 170:8 171:5
Production 2:23 66:19
131:13 145:5 146:3
147:14
productive 90:25
products 18:5 20:19
37:2 44:1 45:20 50:16
51:3 52:3, 4 53:14, 15
54:13, 15 57:1 60:22
62:12, 14, 15, 24 63:19
64:1 65:8, 11, 13, 18, 20,
21, 25 66:1, 5, 6, 8 68:10
75:10 92:12, 15, 17, 20,
24, 25 93:1, 4 95:15
96:5 99:13 100:6, 7, 25
105:6, 19 108:11 117:21
144:10 145:10 147:3, 10,
20 165:4, 10, 18
professional 16:20
professionally 36:19
programming 85:23
86:12 122:18
programs 82:11, 12
122:19
prohibited 60:13
promise 154:14
promised 143:3 151:23
promissory 70:8, 9, 11,
14, 17, 18
proper 18:19
property 10:4, 5 52:20
54:14, 17, 20 71:13, 20
82:13 94:1 95:10 99:11,
12 113:25 114:3 117:20,
21 122:21, 23
propose 146:1
proposed 166:7
ProStores 12:21, 22, 25
13:6, 14, 25 14:10, 19
43:21
protected 114:8
protective 38:19
prove 48:18 166:11
provide 9:7 21:14 23:1
29:21 30:2 33:3, 7
38:18, 19 44:10 45:3, 6
46:1, 3 88:22 97:2

125:4 127:19 137:6
145:15 146:6
provided 10:10 12:16,
17 15:8 21:19 22:18,19
25:23 27:7 28:3 38:24
53:14, 21 63:14 67:5
80:5 88:14 125:11
127:12 128:5, 7 134:24
141:16 142:13 146:3, 24
148:19, 24 149:8
provides 129:20 143:24
provision 131:2 135:9
public 63:13 167:24
172:8, 21
publicly 169:22
publish 28:15
pull 42:3 60:4 146:5
147:16
purchase 3:18, 23 7:22
8:1, 4 9:4, 22 14:14
17:19 19:4 29:10 33:24
36:11 40:1, 8, 11, 13
41:18, 25 42:1, 3, 6 45:8
49:12 54:17 58:16
59:25 63:1, 3, 21, 25
64:1 67:15, 16 69:2, 10,
12, 13, 17, 20 70:6 72:14
73:10 74:10 75:13
77:12 80:14 81:18 82:1,
25 83:5 90:12, 16 91:4
98:6 102:18, 24 103:20,
22 105:9 120:23 121:24,
25 122:7, 12, 13 123:9,
21 124:15 138:21, 24
139:9, 14 141:10 165:18,
22
purchased 3:25 12:19,
20 16:5 18:8 19:7
47:19 54:14 58:2 62:14
63:9, 10 64:10, 13 72:3,
4, 24 77:18, 22 80:13
82:22 99:10 100:16
101:5 102:24 103:3
111:24 112:19 116:11,
12 120:20 123:5, 10, 13
125:8, 9 133:13 136:8
137:21 138:20 158:5, 7
169:10, 11, 19
purchases 65:24
purchasing 54:16 63:23
64:5, 7 98:7 103:7
104:5 113:1, 2 157:3, 11
167:4
purpose 59:2 63:10
74:2 80:20 81:23 140:6
purposes 19:13 40:21
54:24 58:5 61:3 66:13,
23 73:16, 18 74:1 77:5
111:12 117:21 142:21
144:23
pursue 151:8 159:25
put 20:3 27:22 39:7, 13
40:24 41:3 59:17 87:14
115:20 119:14 120:23
121:7 124:3, 4, 7 131:12
132:25 133:1 139:6
157:20 163:3 164:6
165:11 168:1
putting 39:4 85:18

< Q >
quantification 129:20
130:7 134:22, 24
quantified 129:22 130:2,
16

quantify 117:1 129:17
132:13, 17
quantifying 130:10
quantity 32:12
question 9:12 19:21
22:2 23:1 24:20 27:4, 5
34:12 49:15, 24 54:7, 22
55:12 58:5 59:4, 19
62:2, 18 84:21 88:20
103:6 110:6 126:21
132:5 134:4, 22 140:19
142:6, 25 144:23 146:13
148:22 154:14 162:23
questioning 113:11
questions 18:1, 15 29:9
40:6 135:25 143:7
150:1 156:15 161:21
167:3 171:8
QuickBooks 11:22, 23
12:2, 6, 7, 12, 17 14:10
19:2, 6, 11, 21, 23 20:2, 5
22:7 23:17, 22 24:7, 13,
14, 18, 20 25:4, 20, 23
26:2, 11, 25 32:19, 21, 25
33:13 34:2 35:23 36:3
38:16, 23 39:1, 4, 5, 7, 9,
10, 14, 18, 20, 25 40:9, 13,
21 41:2 43:17 75:18, 20,
21 76:1, 4 93:12, 17
154:2
quicker 29:2
quickly 28:2 94:14
quite 23:6 38:19 63:24
77:16 80:12 94:14
121:15 123:1 146:23
151:1 160:7
quote 152:19
quote/unquote 140:15
quotes 73:10
quoting 151:14

< R >
rabbit 46:12
racking 10:2
Railings 20:22, 23
112:23 116:16
raise 14:8
raised 14:21
ramped 28:25
ran 106:12
range 15:10
ranking 115:13
Rapids 1:14, 19 3:1 4:2
170:16, 25 171:2, 3, 7
reach 111:16
reached 112:12
reaching 64:24 126:15
react 146:9
read 51:13 126:22
135:24 137:2 144:17
ready 158:1
REAGAN 1:20
realized 141:5
really 13:9 26:21 30:15
36:21 39:2 58:25 62:15
77:4 91:14 94:14
103:23 122:2
reason 36:17 78:8 97:2
131:17 141:20 164:21
reasonable 132:25 133:1
166:14
reasonably 82:7 164:25
reassurance 146:11
rebranded 43:19
rebranding 43:20

recall 4:19 8:9, 15, 16
9:6 52:13 84:2 140:12
recalling 79:11
receive 9:11 10:1 13:7
14:21 41:19 72:20 73:9
87:23 123:9 161:3
received 9:25 20:10
36:12 41:21 52:11
66:24 70:2 79:15 80:2
127:6 154:1 155:17
161:16 164:9
receives 106:25
receiving 8:23 41:23
69:8 140:12 161:7
Recess 60:7 113:13
recite 61:6
recognize 7:19 119:3, 11
120:2, 20
recollection 24:4 52:14
record 3:9 13:9 59:18
61:5 66:14, 23 81:23
131:13 133:15 143:17,
22 149:23, 25 150:2
157:15 161:13, 15
recorded 11:13 21:6, 7
records 13:6 15:4
35:11 36:3 38:16 39:3
47:6 48:16 63:4, 13, 16
76:14 78:19, 20, 23 82:7
103:5 113:5 117:8
122:15 128:23 129:15
132:3, 10 162:14 163:18
164:4
redacted 66:17, 19 67:4
redirect 126:12
reduced 115:17 161:6
Re-Examination 2:6
167:1
refer 16:13 49:9 59:21
reference 7:24 8:10 9:5
17:18 20:18, 25 71:12
80:18 81:10 82:18
89:20 94:3, 6 96:22
114:5 122:10 124:16
126:10, 14 128:9 137:9
157:14
referenced 8:13 15:14
83:8 93:17 115:4
127:21 132:19 134:1
140:4
references 116:20
referencing 49:8 70:25
76:15, 16 81:20 87:6
94:7 115:10 117:22
119:25 127:8
referred 127:20
referring 4:24 35:8
45:6 53:21 66:22 73:8
86:17, 20 97:23 101:24
102:1 114:22 127:11
130:23 136:3 139:22
143:19 147:15
refers 126:22
reflect 48:16 143:22
155:15
reflected 20:10 49:11
reflecting 42:18
reflects 69:23 142:3
refresher 125:21
regard 49:14
regarding 3:23 39:18
84:18
regardless 103:11

registered 122:23, 24
123:10 124:18 134:18,
20
registering 58:9 61:21
registration 134:15
reiterate 65:4
relate 56:12
related 67:13, 24 76:13
79:8 105:23 106:11, 25
119:15, 24 134:24 135:4,
5 162:4
relates 68:11 126:23
127:7 145:6
relating 71:7
relation 134:6
relations 56:1
relationship 47:11 107:1,
12 108:21 110:1 126:13
relationships 108:16
relatively 13:2 74:6
166:12
relearn 169:22, 23
release 131:4
released 71:5 168:25
relied 101:23
rely 133:8
relying 61:13 65:14, 17
79:18, 19 108:15 127:14
129:3 131:1, 3 135:9
145:4
remain 165:23
remaining 70:18
remember 3:15, 19, 21
4:8, 17 8:23 15:17
43:19 52:9 93:13 103:4
108:23 117:10 135:2
150:7 156:17 160:9
166:6, 8
remembered 97:3
remote 33:3
remove 96:14
removed 96:15
repeat 54:6
rephrase 98:20 162:23
replies 161:18
reply 18:13 87:23
161:3, 13
REPORTED 1:23
REPORTER 7:16 172:2
reports 38:20
repository 75:17
represent 141:15
representations 79:19
representatives 47:7
87:19
represented 79:20 124:2,
12
reprice 126:12
request 142:13 143:9
144:4, 16 146:22 147:13
148:2
requested 93:16
Requests 2:23 73:10
93:8 147:17 149:14
require 41:4
required 71:14
resale 165:11
researching 18:22
resent 125:10
reset 29:17 48:20 93:8
resold 63:7
respect 83:13 97:12
111:25 114:16 118:13
130:7 146:20 147:16

respond 141:7, 11
responded 141:12
responded-to 141:14
responding 133:8 158:23
Response 2:16, 22 29:3
36:12 126:10 133:16
141:18 142:12 143:18
responses 125:10
responsibilities 139:6
responsible 75:25
responsive 146:12 148:2,
15
restricted 62:18
restricting 62:17
restriction 54:25 56:15,
18
restrictions 52:16 54:23
55:19 57:10
result 26:18, 24 49:11
112:22 114:2 129:23
130:13, 25 131:10 132:7
151:9
resulting 129:17
resumed 98:16
retailer 162:6
retain 22:23 83:18
114:20 127:25
retained 25:24 52:20
83:17 85:10 86:1 88:9
91:22 98:23 101:20
102:20 110:12 112:19
118:2 121:4 133:11
retains 78:23 114:4
116:13 134:7
retention 93:24 102:3
retract 53:25
return 39:1
returns 38:17, 21
reuse 104:23
reusing 100:24
revenue 23:8
revenues 79:3
review 57:10 107:23
130:8 135:1 145:24
reviewing 131:16
rewards 91:1
right 5:9 6:2 8:17, 20
9:8, 14 16:23 17:18, 24
18:7 19:12 21:19, 24
24:1 25:6, 8 28:16
29:13 30:5 34:13, 25
37:21 40:5, 25 41:1, 12
42:14 45:19 48:9, 23
49:4 51:17 55:16 57:25
61:19, 20 64:8, 21 68:3
76:25 77:8 80:21, 22
81:22, 23 85:5, 21 88:14
91:1 92:10, 18 99:7
100:6, 10 101:11 103:11,
14, 19, 23 104:6 105:3,
15 108:3, 4 111:4 116:9
117:10 118:5 120:4
121:2, 14, 22 123:19
124:3, 25 146:2 149:10,
11 151:3 152:9 153:19,
24 154:17 158:3, 8, 11,
13, 16, 20 160:18, 22, 23
162:16, 20 163:15
166:20
rights 114:20 121:12
122:8
Road 1:21
ROBERT 1:12 2:3 3:4,
10 19:19 22:24 49:15

59:20 84:22 110:7
150:5 168:18 172:11
roughly 4:13
round 145:5
RPDs 146:15
rudimentary 102:11
rule 5:10 148:9
run 17:13
running 16:21 124:5
runs 7:3

<S>
safe 150:19 155:12
160:15 161:12 163:17
safety 75:25
sake 24:10 147:11
sale 9:7 12:9 20:8 21:5
39:9, 10 40:16 41:14
43:5 44:25 46:20, 25
47:9 64:1 65:20, 23, 24
77:5 114:1, 23 121:1, 6,
14 123:16 124:11, 17
133:1 143:15 153:14
155:12, 15, 16, 19 162:8
sales 10:6 11:10 13:18
14:4 29:13 38:20 39:6,
18, 20 40:1, 12, 14 41:14,
15, 16, 17, 22 42:1, 16
44:19 62:4 65:2 66:15,
25 67:23 69:8, 16, 17
77:2, 10 80:3 108:3
113:5, 21 117:12 152:20,
24 154:3 155:5 156:12
160:14 161:8
sales@lehighvalley 28:22
29:8
sales@lehighvalleyabrasiv
es 16:17
sales@lehighvalleyabrasiv
es.com 18:15 35:24
36:13, 15, 18 85:6 87:25
88:1 161:2, 4
Sandisc 123:10
satisfied 47:15 70:14, 16
saving 147:11
saw 153:18, 21
saying 30:20 39:17
40:17 45:18 52:8, 25
87:23 90:11 97:17
101:11 108:23 112:9, 15
117:22 118:15 125:6
146:7, 10 151:5 152:14
157:15 161:3, 7
says 33:20 51:9, 13
101:23 108:25 120:1, 3
122:23 124:19 132:21
137:13 138:14 141:3
142:16, 17 144:8, 13
147:5, 9, 13, 22 151:5, 10
scanned 8:22, 24
scanning 9:1
scenario 57:15 86:5
96:2 139:17
scenarios 46:7 109:9
scenes 126:9
scholar 109:19
scope 94:15
scrape 95:24
scraped 95:13, 17, 18, 20
96:8
scrapes 127:23
scraping 95:22 96:22
screen 78:2

search 19:8 75:7
115:12, 13, 14 122:18
132:11
searching 21:2
Second 2:22 4:17
119:20, 21, 25 137:10
secondary 75:20
secret 54:21 71:21
104:12 105:6, 7, 15
117:5, 23, 25 122:25
134:4, 5 155:24 156:3, 6,
7, 10, 13 167:22, 23
168:11, 14, 21 170:7
secrets 52:19 68:12
71:13 94:2 97:23 99:11
101:9, 10, 12, 17, 22
113:22 116:22 117:3
126:24 129:8 133:5, 7,
17 134:1, 7, 12 155:25
156:4
section 94:23
see 7:25 26:1 27:13
36:3 37:23 59:25 71:3
88:4, 6, 18 91:9, 11, 13
92:7 95:25 96:10
108:11, 20 119:11 122:7
128:9 132:9 133:4
145:24
seeking 37:2 135:10
seen 119:6, 14
selected 100:23
sell 17:3 44:6 45:19
46:14 50:5, 14 51:24
53:15 54:9, 13, 17, 23
55:5 60:14 62:12 64:13
65:22 100:25 104:2, 4, 9
107:9, 24 108:5 112:3, 5
113:6 121:18, 19 122:5
124:3 147:22 149:20
170:6
seller 60:17 70:2, 3
Sellers 122:15
selling 50:3 51:2 53:13
57:2 63:10 65:5 68:10
83:1 95:25 96:1 100:9
106:13 107:4, 25 108:6,
11 117:21 122:9, 10
124:13 132:9, 16
sells 59:15 61:16, 17
170:6
send 16:25 34:1 36:13
41:5 42:4 86:22 91:14
92:5 109:12 152:15
153:3 161:8
sending 18:14 29:10
88:25 90:12, 15 94:17
sends 87:8
sense 5:17 10:14 11:14
40:18 107:15, 16 133:24
161:10
sent 40:4 66:17 77:10
86:7, 19 87:22 88:5, 8
91:21 92:6 97:5 107:21
108:22 109:14, 16
137:23 151:2 160:21
161:13, 14, 18, 25 162:13
163:9 164:5, 8, 14
sent-to 164:5
SEO 117:19
separate 20:6 39:2, 3
serious 91:10
served 74:16
server 33:3 87:17
service 23:3 36:20 47:4,
6 48:25 75:10 87:19

88:3 127:22 153:7
164:8, 16 170:21, 23
services 38:1 50:17
60:22 75:1, 6, 14 112:12
Set 2:17, 23 16:15, 19
69:8 85:1, 5 86:6, 23, 24,
25 87:7, 9, 10 90:7
107:7 138:12 152:9
172:13
settings 87:16
settle 131:15
settled 4:15, 16
Settlement 2:11 70:1, 5,
14, 17, 22, 24 80:23
159:19
seven 49:19 54:24
55:18, 19 56:16 60:17
92:21, 22 111:20 112:1,
8 168:9
seven-year 53:16 56:14,
22 63:17 65:5 68:8
92:23 102:23 103:2
105:8 111:15
shank 44:4
share 3:22
shared 27:12, 17, 18, 24
36:19 84:14, 19 85:2
86:2 90:21, 23, 24 137:6,
19 138:3, 4, 6, 9 139:7
153:15 159:24
shareholder 51:10, 14
sharing 85:23 159:3
sheer 46:23
Shindodrf 66:22
SHINDORF 1:12 2:3,
18, 19, 20 3:4, 10 155:21
166:22 172:12
ship 40:13
shipped 19:25 41:20
44:5 67:18 157:12
shipping 157:3
shopping 75:9
short 34:22 65:11
Shortly 48:1 103:4
show 88:25 89:13
123:8 155:17, 18
showed 127:3
shows 25:13 75:10
102:17 111:5
shut 12:23
side 7:7 89:12 104:5
105:4 109:6, 23 111:8, 9
160:17 161:14, 15
163:10
sides 117:15
sign 29:3 78:3
Signature 171:11
signed 67:12 157:7
significant 9:23 56:24
57:2 65:13
silent 45:20
similar 18:6 57:8 63:24
93:15
simplify 106:10
single 20:8 33:8 39:14
87:13 107:20 131:10
138:18, 23 142:3, 6
143:23 145:22 147:17
149:18 150:11
sit 30:5 129:24
site 34:7 56:25 57:1
82:10 92:14 154:2
sites 32:22 127:25
six 15:9 43:16 48:2

158:2 159:14
six-month 30:24
Sixty-four 101:23
size 44:4
skeptical 147:8
skip 61:9
SKUs 54:6 95:15
slightly 16:1
slow 51:6 98:1
slower 51:22
small 108:2, 3
smaller 33:23
snippets 127:24
software 12:4, 5 13:23
20:3, 5 22:7, 18 39:5
47:11, 12 82:9, 12
122:11, 15, 19, 20
sold 21:6, 7, 9 39:8, 11
42:7 43:15 46:11 51:17,
22, 23 52:2, 6 53:22
58:6, 22 59:3, 9 62:14,
24, 25 63:16 64:9 65:11
66:2 104:18, 21 105:11,
19 106:7, 8, 20 108:12
110:2 111:11, 17 112:4
116:6 120:11, 22 121:13
122:4 123:2, 22 139:12,
15 140:22 147:20
156:23 169:20, 21
sole 6:9 27:18, 20, 24, 25
28:1 74:4, 8, 9, 13, 14
79:5, 7 94:8 138:10
139:24 140:7
Solely 81:3 131:3
135:11
solicitation 95:2, 4 162:5
solution 33:4 45:1
solve 22:2, 3, 10 44:23
45:18 46:5
solved 21:11
somebody 37:23 65:24
121:21 155:17 167:16
someone's 20:16, 17
90:25 95:24
soon 52:8 85:16
Sorry 24:21 46:9 56:2
67:16 80:21 98:20
169:17
sort 40:25 150:16 161:4
sound 8:11
sounds 58:7 90:6 92:8
source 9:19 21:12 23:8
33:17, 18, 19, 20 34:3
35:21 40:7 43:4 44:25
45:1, 8 74:4, 8, 9, 14
78:17 79:5, 7 105:13
114:20 119:9 120:17
122:2 125:7 155:15, 16,
19 165:2 167:8 169:8
170:12
sourced 97:4
sources 10:13 11:3, 11,
15, 20 43:16 79:3 80:2
82:6 99:15 100:3 106:8
137:21 153:5 168:21, 22
170:8, 9
sourcing 105:6 169:11
SOUTHERN 1:3
speak 58:23 59:18
133:15
speakers 55:25
speaking 31:18 47:3
70:22 114:9 121:17
133:10

speaks 49:13 63:20
71:8 82:1 83:6 127:1
133:19 140:25
special 154:15, 16 157:19
specific 4:19 10:10 11:6
44:14 83:4 142:16
143:24 147:17, 19
160:24 167:7
Specifically 8:9, 15 17:3
27:4 49:8 60:16 82:2
83:16 88:20 98:25
101:21 122:23 124:16,
19 132:21 138:2 149:15
specificity 156:1, 4
specify 154:6
specifying 157:2
speculating 45:5
speculation 46:24 47:2
163:21
spellcheck 95:16
spend 64:23 73:3
spent 158:12 160:7
spirit 50:6
spot 60:22
spreadsheet 67:5 102:13
spreadsheets 102:4, 6, 8
SS 172:4
staff 31:20 33:4
stake 139:6
standard 108:8 166:12
standpoint 42:16
STARK 1:20
start 15:7 18:14 21:17
50:3, 14 64:22 65:2
87:4 90:12 107:2, 5
130:10 161:3
started 28:21 53:6
starting 43:6 56:23
start-up 108:2, 3
state 3:9 83:1 143:17,
22 172:4, 9, 22
stated 138:24, 25 139:12
statement 71:25 77:7
138:19 141:8, 11 142:15
146:8
STATES 1:1 60:16
97:9 139:14 142:7
144:5
stating 149:11
stationary 144:11
stays 28:16
step 26:7 166:5
steps 157:17
stipulate 66:22
stock 20:1 69:13
stock-type 32:8
STONE 1:8 2:18, 19, 20
6:6, 7, 11, 23, 25 7:23
8:9, 16 10:9 11:7 12:10
14:21 16:6 17:3 23:21
24:6 25:3, 8, 17 26:25
33:9 35:6 49:10 50:4
56:17 58:13, 19 60:12
61:1 63:1 67:12 68:1,
15 69:25 71:6 73:19
78:18, 23 79:6, 18, 19
80:2 83:1, 22 91:16
93:1, 7 95:9 96:2 97:9,
22 98:10 100:5, 13, 17
103:18, 19 104:11, 18
105:9 113:15 114:4, 24
115:2, 20, 25 116:10, 12,
15 117:12, 20 118:10, 19
120:11, 13, 15 121:12
124:2, 12 126:8, 15

127:17 129:23 130:20
131:11 132:2, 4, 13
135:23 136:7 137:5
140:14 150:15 157:7
159:6 162:10, 16, 24
163:15, 17 164:2, 22
167:4 168:8, 11, 14, 24
Stone's 2:12 64:19
68:24 88:9 116:21
117:2 130:14 136:3
168:3
stop 4:1 24:15
stopped 90:13
stops 33:5
storage 22:5
store 12:20 32:20 57:19
59:3 76:7
stored 22:6 23:18 30:4
33:1 76:11 154:21
stores 39:7
story 117:15
strange 119:10
strategic 93:10
strategy 104:16 106:3
109:3
stretch 117:4
strictly 65:14
strike 152:6
string 2:18, 19, 20
strongly 149:6
structure 57:9 115:23
studded 134:6
stuff 30:13, 18 39:25
44:21 76:18 107:4, 10
111:9 119:22 148:5
160:13
sub-exhibit 80:24
subject 151:1 160:7
subjected 49:11
submit 114:10
submitted 36:11, 14
65:19 67:16, 18 94:19
107:22 111:10 112:23,
24 127:2 145:17
submitting 93:8
subpoenas 109:12
subsequent 67:10, 11
68:8 72:4
substantial 4:19
successful 24:9 26:14, 17
sued 72:12
suffered 26:17, 24 27:2
129:23 130:13, 25
131:10 132:1
suggesting 72:22 134:11
suing 4:8 72:18, 23
118:19
Suite 1:18, 21
summitted 111:5
sun 54:24 124:1
Sundisc 63:4, 5 100:2, 3,
25 101:4 103:14, 20
104:1, 21 105:3, 19, 20
110:16 120:14 121:21
123:11, 12, 13, 23, 25
124:1, 6, 11 125:8
129:13 165:4, 5, 6, 7, 18,
22 167:18 168:24 169:6
170:4, 8
Sundisc's 167:22
Supplemental 2:16, 22
126:10 133:16
supplier 165:12 167:19
SUPPLY 1:5 2:9, 15, 21
5:20 6:5

support 56:21 109:18
126:19 129:4 135:14
145:16 146:5, 21 148:24
supporting 128:19
143:12 144:6 145:25
149:17
supports 128:25 149:13,
19
suppose 133:18, 19
supposed 5:11 9:5, 6
145:12 146:9
sure 5:6 24:9 31:13, 18
40:16 46:2, 10 48:18, 19
49:22 51:18 53:12
56:13 62:20, 22 64:18
66:10 67:6, 14 73:2
76:25 81:4 86:16 89:9
90:15 97:4 98:2 99:3
103:12 104:9 113:7
118:14 119:7, 9 121:19
124:10 127:21 129:6
133:11 135:2 145:9
146:8 160:13
survive 71:11
SW 1:13, 18
switched 113:3
sworn 3:5
system 39:14 43:12
86:6 87:7 90:8 119:15
138:12 164:3
systems 83:7 106:8
110:11 137:21

<T>
tactic 152:19
take 6:13, 21 8:2 26:7
28:9, 20 37:23 107:8
113:11 120:13, 21
126:12 135:24 136:14
143:21 153:4
taken 1:13 21:21 34:23
47:22 52:7 60:7 113:13
115:2 157:17 172:12
takes 127:23 157:10
169:12
talk 5:11 14:16 15:13
27:5 49:7 148:17
167:14 169:17
talked 115:24 133:7
talking 5:11 15:13
22:13, 14 24:17 35:9
48:3 57:21, 25 64:9
66:11 67:2 68:3 80:6,
11, 24 88:14 91:19
96:11 102:2, 12 114:23
115:19 130:23 144:20
talks 92:11 117:20
126:8
task 13:21
tax 19:13 38:17, 21 39:1
taxonomical 115:23
team 48:25 49:2
technical 10:17 47:4
82:12 122:20
Telephone 39:23 122:14
tell 6:4 7:18 29:21
34:5, 19, 21, 25 35:13
36:5 37:1, 9, 11 46:23,
24 50:22 59:13 83:24
104:3 119:3 145:21
148:3 165:5
telling 31:3 46:4 88:23
89:3 140:14, 20 145:13
147:7 151:19, 20 153:2
tells 100:22 104:1

temporarily 11:19 27:9,
11
ten 33:21, 22 43:7, 10
104:8
tens 103:10
term 32:9 75:5 95:11,
20 147:7 152:24 155:16,
24 156:3, 6
terms 7:8 68:9 70:16
86:18 104:5 115:1
126:15 156:20, 21 158:6
terrible 119:8
testified 3:6 159:16
testimony 10:20, 22 34:9
53:21 84:18 106:15
110:5 128:11 150:5, 8,
10 154:9 155:4 156:17
158:5, 10, 18 159:2
160:9 162:18 164:20
165:4 168:16 172:11
text 33:21 108:21
Thank 13:12 81:1
theoretically 67:15
theory 72:24 109:18
110:25
thing 15:22 44:10
45:22 54:5 57:16 66:11
76:15 128:1 146:20, 21
things 7:5, 7 8:19 9:7
10:2 17:19 22:6 27:22
30:17 32:12 45:23
53:22 62:8 69:19 71:11,
23 74:19 78:15 85:3
86:14 91:2, 21 98:8, 15,
23 99:18 154:5 158:23
161:11 163:7 164:23
166:11
think 3:17 8:21, 23 9:2,
4, 25 11:4 15:22 16:2
25:12 26:18 27:6 30:24
31:8 47:25 51:11 52:15
55:12 61:17 66:20, 21
68:21 71:8 74:23 76:21
77:7 81:8 84:9, 11, 17
93:19 94:19 95:12, 16
96:24 97:6, 7, 13 103:4,
5 105:25 109:7, 13, 24
112:14, 15 114:9 116:8
119:15, 17, 24 120:25
121:24 122:2 126:14
127:1, 15 128:15 129:18
132:25 133:4 134:3, 16
135:16 137:13 138:1, 16
141:3, 22 142:5, 24
145:10 146:3 148:14
153:1 154:21, 24 155:9
159:1, 5 161:19 162:18,
19 163:23 164:9 165:14
170:4
Third 2:16 109:21
119:20 150:25 151:7
third-party 160:20 164:2
thought 9:15 13:25
22:21 59:6 84:13
104:14 166:18
thousands 54:6 88:19
89:23 103:10 104:9
142:1 145:20 146:2
three 43:16 48:2 106:6
118:20 143:10 159:3, 16
three-month 159:1, 24
threshold 5:14
thumb 119:5
tied 77:17

time 8:2, 20 13:1, 4
17:21 18:17 23:6 24:21
26:6, 7 28:24 29:5
30:14, 19 31:1, 23 33:22
34:4, 16, 22 37:7 42:7
43:13 44:11, 21 46:17
48:4 50:22 52:16 53:8
54:5 56:18 58:4 67:23
71:21 73:3 76:9, 23
78:5, 19 79:4, 21 84:2, 9,
11 85:10, 12, 25 86:12,
15, 25 87:18 90:17 93:6
96:25 98:17, 18, 19, 20
101:5 105:11 112:4, 6
121:13 124:17 127:23
129:24 136:10, 23
137:14 139:8 147:12, 13
152:6, 9, 21 153:11, 18,
22 154:1, 4, 23 155:7, 8,
9, 11 157:10, 13, 14
158:12, 16 160:7, 12
161:1, 5, 11, 15, 23 162:3
169:12
times 3:13 20:14 21:10,
13 29:3 32:23 45:24
46:8, 10, 14, 23, 24
156:22
titles 115:22
today 22:13 30:5 35:12
43:6 53:23 87:15 88:23
96:10 125:25 128:12
129:21, 24, 25 135:14
146:2
told 71:23 89:4, 5
99:14 140:16 153:14
Tool 43:17 48:25 50:25
51:1, 6, 17, 23, 25 52:5
53:7 57:8, 21, 25 58:1, 4,
12, 14, 17, 20, 24 59:2, 10
61:25 62:1, 12, 14 63:1,
5 65:12, 15 67:9 68:10
92:13, 20 97:1 110:21
127:4 128:20 129:11, 12,
14 156:16
tooling 51:3
tools 52:2, 4 59:3 62:25
75:1, 5 96:7 144:10, 11,
19 147:23 149:20
toothpaste 51:17
top 48:9 57:17 66:3
75:10 93:14 113:8
120:5 128:9
track 47:12
trade 52:19 54:20
68:12 71:13, 20 94:2
97:22, 23 99:11 101:8,
10, 12, 17, 21 105:6, 7, 15
113:22 116:22 117:3, 5,
23, 25 122:25 126:24
129:8 133:5, 7, 17 134:1,
4, 5, 6, 11 155:23, 24, 25
156:3, 4, 6, 7, 9, 13
168:14, 21
trademark 122:24
trading 110:1
transaction 8:8, 10
13:19 29:24 30:22
32:24 38:3 39:15 40:3,
25 42:12, 15, 18 44:13
47:17, 18 48:2 49:11
50:12 56:7 64:1 69:9,
10 76:2 78:19, 20 79:20
83:9 84:20 100:5 133:1
149:21

transactions 11:13
43:17 68:25 74:4, 8
78:10, 13, 14 82:6 83:10
85:9
transcript 172:10, 11
transfer 42:3 154:13
transferred 84:25
transferring 124:14
transition 13:5 28:21, 25
29:23 30:21 36:10, 16
69:7 85:12 90:10
152:10 153:13 155:11
164:20
transitional 84:11 85:25
transitioned 29:18 43:18
165:25
transitioning 28:10 49:1
traveled 9:2
treatment 107:12
trial 4:15, 16
trick 154:14
trickled 161:9
tricky 55:12 91:8
tried 26:19 45:22 96:14
trigger 41:22
troubleshooting 46:13
Troy 1:22
true 26:12 42:7, 19
43:2 51:20 55:3 73:13
74:22, 24 83:12 84:13
89:16, 17 97:11 100:17
109:6, 22 151:23 168:5
172:11
truly 152:21
try 14:25 28:21 29:12
44:18 51:25 60:5 87:3
91:1 102:15 110:20
117:14 131:19 158:21
163:11
trying 8:25 23:17 24:22
30:16 32:17 36:10, 16
48:18 55:7 59:6 61:6
91:8 93:12, 18, 19 94:1
160:12
Turn 128:9 136:9 137:7
turned 11:7, 23 12:23,
25 27:19 138:2
turning 139:3, 4 140:21
143:7, 9
Twenty 78:14
Twenty-three 134:22
two 8:19 15:9, 14 39:2,
3 59:1, 4, 7 65:18 72:17
84:2 90:2 94:19 96:12,
15 106:6 133:20 154:3,
5 161:5 167:3
type 32:7, 11 57:16
74:19 136:20
types 28:23 90:20 92:17
typically 9:4

<U>
U1 120:1, 3
U2 120:3
U3 120:3
UCC 101:21
uh 3:18 14:12 57:24
75:20
Uh-huh 18:24 24:24
25:19 30:6 31:5 48:5
66:12 99:5 126:17
ultimately 42:18 46:20,
25 47:18
um 38:2 143:9

<p>unable 46:14 underline 142:23 understand 16:7 40:16 62:5 92:3 110:6 139:1 146:7, 8 153:9 156:6 understanding 33:14 38:9 40:20 49:10, 17, 21 50:19 114:18 118:18 137:14, 20 156:21 157:6 162:24 Understood 36:25 46:4 61:13 62:5, 21 91:6, 23 97:16 111:22 unfair 106:16, 23 107:12 108:14, 24 109:9 110:10, 14 132:5, 12 unfettered 9:18 unfortunately 131:7 unhappy 112:12 unified 150:16 Uniform 156:4 unilateral 158:11 164:22 unique 104:17 UNITED 1:1 unjust 106:9 unknown 71:9, 17 unmonitored 29:8, 11 152:21 unregistered 122:24 124:18 unrestricted 125:19 126:3 unsubscribe 91:1 unsuccessful 24:10 25:8, 10 26:18, 25 27:3 Unsuccessfully 24:14 25:20 usage 113:25 use 12:12 17:13 20:21 21:11 22:10 23:2 29:1, 2, 12, 19 36:16 41:12 44:6 48:25 52:19 58:19 59:9 62:14 64:21 89:1 100:20 101:4 104:25 105:22 106:1, 19, 20, 22 114:21 115:18 117:3, 18 118:16 122:1, 4 124:6, 13, 20, 21, 22, 23, 24 125:3, 5, 19 126:23 127:4 128:3 131:25 138:13, 15 139:20 143:4 153:2 154:21 165:19 167:15 168:15 169:18 170:1 useful 13:25 uses 167:5, 16 ustooldepot.com 129:12 utilize 17:5 29:8, 12 36:20 75:9 94:1 95:15 115:13 utilized 17:17, 20 18:11 22:8 96:4 utilizing 15:7 27:21 49:1 54:20 94:1 106:7 110:10</p> <p>< V > vague 22:12 37:5 55:21 Valley 2:13 42:11 45:11 50:9 51:2 52:5, 9 63:3 77:2 78:22 87:5, 9, 14 88:6 89:2 90:23 92:1 96:3, 14 99:14 100:12 106:13 108:22, 23 109:2 110:18 112:4,</p>	<p>16 121:4, 11 122:14 136:21 139:18 143:14 144:9, 14 152:15 153:10, 23 159:8 160:22 167:6 168:8 Valley's 77:9 121:1, 7 143:15 158:7 165:20 valuable 14:7 value 9:21, 24 10:4 115:15, 16, 17 117:4, 19 163:14 values 100:12 132:11 variances 45:20 variety 144:9 various 11:3 vast 78:11 veiled 110:20 vendor 20:2 41:18, 20 42:5 44:16 63:3 68:12 97:25 98:3, 4, 7 102:17 105:5 106:3, 4, 5, 12 107:1, 13, 21 108:14 109:6, 23 110:17, 22 111:8 118:3 124:23, 24 156:9 160:24 165:23 166:1 167:5, 8, 12, 14, 15, 16 168:11, 16, 21, 22 Vendor/customer 97:24 vendors 44:7, 9 64:25 99:21, 25 106:19, 22 108:9, 16 109:5, 8, 12, 16 110:14, 18, 19 111:14 Venn 101:18 Ventures 6:6, 23 verbal 125:2 verbatim 96:6 verify 89:16 90:1 128:11 129:19 134:17 version 12:8, 9, 11 32:25 33:1 60:4 76:1 144:21 versus 136:20 vetted 166:13 Viagra 162:7 view 156:20 viewing 74:5 violate 59:11 71:22 139:5 166:15, 19 violated 50:20, 23 56:16, 17, 22 57:3 71:19, 20 128:20 129:1 violating 54:19 56:4 118:10 violation 51:7 53:17 55:6 57:5 58:10 61:16, 23 62:9 67:11 72:5 157:4 virtual 157:8 virtually 72:17 volume 77:9 104:7 107:2, 10 113:5 volumes 116:11 VSM 110:16</p> <p>< W > waived 171:11 want 8:7 21:25 26:21 27:17 28:17, 18 30:14 31:25 33:21, 22 34:23, 25 39:21 40:6 45:11, 19, 22 51:22 54:4 59:7, 13 61:4 62:17 66:10, 22 73:3 90:6, 25 91:9, 11 92:6, 14 99:21, 23, 24 104:9 112:13 128:11 129:6, 19 134:17 137:9</p>	<p>143:8 144:17, 20 148:3, 8, 9 149:12, 15 153:2 157:19 162:21 163:3 wanted 27:14, 15 29:21 31:22 43:6 50:14 55:20, 22, 24 56:4 67:6 81:4 83:18 103:10 126:21 wanting 157:10 wants 68:9 72:1 warehouse 7:6 170:19, 25 way 9:3 17:20 18:7 20:12, 14 21:2 28:17 34:5, 7 35:11 36:5, 21 39:3 42:8 44:22 62:16 77:23 81:10, 19 91:13 93:11 95:20 103:23 105:17 106:16, 23 115:12 119:10 130:13 132:8 141:17 143:8 144:17 146:7 153:3, 7 164:14 169:4 Wayback 127:20 128:2 ways 21:1 33:25 web 34:7 95:22 97:4 127:23 Webmaster 75:1, 5 website 16:22, 23 17:8 40:2 50:25 52:1 64:25 65:12, 15, 21 75:6 92:21 93:2 95:15, 16, 24 96:4, 9, 10, 12, 21, 23, 25 108:7 109:1 115:4, 6, 20, 21 117:18 118:13, 19 119:9 120:8, 23 121:1, 7, 8, 22 124:4, 7, 17 125:5 127:9, 10 websites 52:23 54:6 82:9 96:7 122:15, 16, 22 127:24 week 28:6 weekly 28:11 48:23 weeks 48:10 157:12 Weiss 120:19 welcome 149:6 Well 9:14, 17, 20 14:19 15:2 17:5, 7 19:10, 11 21:17 25:17 26:1, 8, 10, 22 29:6 31:8, 10 32:3 34:18 35:4 37:19 39:11 42:11, 15 43:22 45:18, 22 46:9 50:1 53:10 55:15 58:3, 19 59:6 63:22 64:8 71:15, 23 72:2, 8, 22 73:19 74:1, 20 75:11 76:11, 20, 22 77:22 79:13, 20 83:11 85:16 86:24 87:3 88:15, 17, 23 90:20 96:16 98:11, 14, 17, 18 100:4, 19 101:25 102:11, 25 103:11 104:1, 15 105:13, 14 109:12, 19 111:14 113:20 115:12 116:16 117:2, 25 119:5 120:25 121:17 123:3, 10 124:5, 13, 19, 22 127:1, 5, 19 130:11, 16, 18 131:6 132:6, 18 133:23 138:3, 17 140:6 141:15 145:23 147:25 149:21 164:1 166:5 167:14, 22 168:3, 7 169:5, 8, 10, 13, 16 well-known 105:10</p>	<p>Wendt 44:9, 10, 17 45:14 100:3 110:16 went 29:1 37:10, 12, 13 38:21 39:17, 20, 25 76:13 140:4 164:19 we're 15:13 24:17 25:22 36:16 48:2 53:10 56:9, 11 66:10 68:3, 6 76:16 80:24 87:23 102:2 115:19 117:22 125:15 129:7 131:3, 6, 15 135:16 139:22 146:10 151:20 153:2 160:14 161:7, 9 170:21 West 1:21 WESTERN 1:2 we've 11:8 14:10 22:13 32:21 43:13 44:20 48:6 66:19 70:24 80:11 96:8 115:24 116:3 117:11 126:4 127:5 129:18 148:9, 14 156:22 162:18 wheel 44:1, 3, 4 45:14, 16 wheels 99:15 WHEREOF 172:13 whichever 42:5 wholeheartedly 61:24 willingness 137:6 wish 143:21 wished 83:17 WITNESS 2:2 3:5 8:4 19:20 22:25 24:3 35:18, 20 53:19 54:1 55:9, 11 59:21 61:9, 11 81:11, 15, 21 82:1 84:23 90:9 106:16 110:8 119:14 134:3 141:2 142:23 146:23 147:2 171:11 172:13 Wonderful 50:22 woodworking 52:2 143:14 144:11, 15 word 11:4 27:17 45:22 58:14, 17, 20 61:25 62:1 82:20 83:11 100:20 128:15 136:19 139:17, 20 149:9 154:18, 20 words 96:3, 14 101:11 139:12 141:20 152:2 160:4 work 30:13, 16, 18 50:8 53:1 84:10 114:11 147:12 148:3, 11 158:21 168:5 worked 44:20 168:3 working 30:22 31:3 33:5 126:8 159:7 works 4:15 45:23 worries 5:13 worth 21:8 write 151:21 writing 152:2 written 125:3 152:19 wrong 109:6 wrote 15:21 83:4, 18 94:13</p> <p>< X > XP 57:23 58:1 67:10 68:10 96:3 97:1 108:4 112:18 127:4 129:13 164:13 xpabrasives.com 95:11 164:10</p>	<p>< Y > yeah 5:2, 4 10:18 11:22 13:20 14:3 15:18 16:1 22:25 23:14 26:8 30:24 31:10 32:19, 25 34:15 39:20 40:23 41:12 42:9 43:3 47:20 50:13 56:6 64:20 70:12 72:16 73:2 76:7, 16 80:7, 16, 22 84:23 95:1 97:18 99:10 103:20 108:20 121:19 125:2 127:13 131:7 140:6 145:19, 21 147:8 151:20 157:19 159:14 166:9 170:17 year 4:13 28:12 30:19 64:23 148:24 years 4:14 29:15 38:17 43:7, 10, 16 44:11 48:11, 12, 13, 14 49:19 54:24 55:18, 19 56:16 60:18 72:17 84:24 92:21, 22 108:16 110:2 111:20 112:1, 8 165:24 168:7, 9 yep 4:5, 25 5:4, 22 15:16, 24 24:1 62:24 75:18 91:7 103:5 107:17 111:3 118:12 124:1 135:19</p>
---	--	---	---	--